

AGENDA
OCONEE COUNTY COUNCIL MEETING
TUESDAY, SEPTEMBER 7, 1999
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Public Hearing to Receive Written and/or Oral Comments Regarding a Request that the County Convey a Tract of Land with Improvements Thereon Described as Follows to the Anderson-Oconee Council on Aging: All that Certain Piece, Parcel or Tract of Land Situate, Containing Approximately Four (4) Acres More or Less, Together With All Improvements Thereon, Lying and Being in the City of Seneca, County of Oconee, State of South Carolina, Bordered by East South First Street on the North, Kilpatrick Avenue on the East, East South Second Street on the South and Perry Avenue on the West, and Being Described on Plat of Survey made by R. W. Jones, Surveyor, Recorded in Plat Book E, at Page 29, Records of Oconee County South Carolina (Tax Map #520 35 09 001). Reference is also Invited to Deed Recorded in Deed Book 683, at Page 23, Records of Oconee County, South Carolina
4. Public Comment Session not to Exceed Thirty Minutes
5. Approval of Minutes (August 17, 1999 & September 2, 1999)
6. Consideration of Approval of Grant Acceptance for DARE Officer to be Shared by Oakway Middle School & Westminster Middle School – Chief Deputy Steve Pruitt
7. Discussion & Possible Action Regarding Vehicle Tax Relief Processing – Mr. Kenneth F. Williams, Auditor
8. Consideration of Request for Contingency Funds in the Amount of \$4,144 for Lock Box Mail Processing – Mrs. Anne Dodd, Treasurer
9. First Reading of Ordinance 99-12, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE, THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS, THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW

YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS & CO. AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO"- Mr. John Geer, Duke Power Company

10. Consideration of Approval of Agreements Between Oconee County and the Towns of West Union and Salem for Building Code Enforcement – Mr. Brett Caulder, Building Codes Director
11. Consideration of Approval of Work Authorization 99-02 (Amendment) for Additional Design Phase Services at the Airport – Mr. Marion Lyles, Airport Manager
12. Consideration of Bids for Cemetery Relocation – Mr. Marion Lyles, Airport Manager & Ms. Marianne Dillard, Purchasing Agent
13. Consideration of Bids for Archeologist for Cemetery Relocation – Mr. Marion Lyles, Airport Manager & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of Bids for Rewiring of Campsites at South Cove Park – Mr. Sean McGuffee, Park Superintendent & Ms. Marianne Dillard, Purchasing Agent
15. Third & Final Reading of Ordinance 99-9, "AN ORDINANCE ESTABLISHING A UNIFORM FEE FOR ALL VIDEO POKER MACHINES LOCATED IN THE UNINCORPORATED AREAS OF OCONEE COUNTY"
16. Appointment of Library Board Member – Mr. Harry R. Hamilton, Council Member, District III
17. Appointment of Pendleton District Workforce Investment Board Members
18. Old Business
19. New Business
20. Adjourn

There will be an administrative briefing in executive session for the purpose of discussing, legal, contractual and personnel matters thirty minutes before the Council Meeting.

There will be a meeting of the Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee Tuesday, September 7, 1999 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the usage of several county buildings.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, September 7, 1999 at 7:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, The Times Upstate, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Terry Cregar – Journal/Tribune, Dick Mangrum – WGOG Radio, Dave Williams – Anderson Independent & Ashton Hester – Keowee Courier.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed the guests and media.

Invocation:

Mr. Thomas gave the invocation.

Public Hearing:

The first agenda item was a public hearing to receive written and/or oral comments regarding a request that the County convey a tract of land with improvements thereon described as follows to the Anderson-Oconee Council on Aging: All that certain piece, parcel or tract of land situate, containing approximately four (4) acres more or less, together with all improvements thereon lying and being in the City of Seneca, County of Oconee, State of South Carolina bordered by East South First Street on the north, Kilpatrick Avenue on the east, East South Second Street on the south and Perry Avenue on the west, and being described on plat of survey made by R. W. Jones, Surveyor, recorded in Plat Book E, at Page 29, Records of Oconee County, South Carolina (Tax Map #520 35 09 001). Reference is also invited to deed recorded in Deed Book 683, at Page 23, Records of Oconee County, South Carolina.

Public Hearing Continued:

Mr. B. J. Littleton expressed concerns regarding the building being deeded back to the county if it ever ceased being used as a Council, he was also interested in knowing if the state would release the county from the grant obligations if the county deeded this tract to the Council on Aging.

Public Comment Period:

Mr. Doyle Parker addressed Council regarding the noise from radios being played loud in vehicles going up and down the roadway in front of his home.

Chief Deputy Steve Pruitt informed Council that the problem may be the duration of the noise, when there are several cars on the roadway it is difficult to ascertain which vehicle the noise is coming from.

Public Hearing Continued:

Mr. Douglas Wright, Director, Council on Aging, addressed informed Council that if the building were deeded to them it would enable them to be more financially stable and the purpose of the Council on Aging is to serve low income families.

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 (Mr. Thomas abstaining) that the title to the Council on Aging Building be transferred to that entity.

Public Comment Session Continued:

Mr. B. J. Littleton addressed Council regarding snow geese and the Humane Society.

Minutes:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that the minutes of the regular meeting held August 17, 1999 be adopted as printed.

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the minutes of the special meeting held September 1, 1999 be adopted as printed.

School Resource Officer:

Upon request of Chief Deputy Pruitt, Mr. Hall made a motion, seconded by Mr. Timms, approved 5 – 0 that a School Resource Officer to be shared between Oakway Middle School & Westminster Middle School be adopted at a cost of \$35,500 for the salary. (See attached request)

Vehicle Tax Relief:

Upon request of Mr. Kenneth Williams, County Auditor, Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 – 0 that \$16,643 be taken from contingency for software to implement the State Personal Vehicle Tax Relief Law and the attached agreement with Smith Data to make modifications for the programs, calculations and reports to the computers in the Auditor's Office & Treasurer's Office be adopted. (See attachments)

Treasurer's Office:

Upon request of Mrs. Anne Dodd, Treasurer, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 4 – 1 (Mr. Thomas voting against) that \$4,144 be taken from contingency for a lock box system to process real estate tax payments on a six months trial basis be adopted. (See attached request)

Ordinance 99-12:

Mr. Timms made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 99-12, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE; THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS, & CO., AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO" be adopted on first reading.

Building Codes:

Upon recommendation of Mr. Brett Caulder, Building Codes Director, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the attached agreements between Oconee County and the Town of West Union and the Town of Salem for enforcement of building codes be adopted.

South Cove:

Upon recommendation of Mr. Sean McGuffie, South Cove Park Superintendent, & Ms. Marianne Dillard, Purchasing Agent, Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that the bid for rewiring of South Cove campsites be awarded to ARS who was low bid at a cost of \$13,500. (See attached bid sheet)

Library Board:

Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 – 0 that Mr. Michael Harper be reappointed to represent District III on the Library Board.

Workforce Investment Board:

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the following persons be appointed to the Pendleton District Workforce Investment Board:

Name:	Representing:
Frank Lanford	Education & One Stop Partner
Hugh Foster	Labor Organization
Mary Ann Craft	Business
Larry Smith	Business
Terry Dailey	Business

Executive Session:

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Council go into executive session for the purpose of discussion work at the airport, contractual matters, receipt of legal advise subject to attorney/client privilege and potential litigation.

Open Session:

(Insurance for Retirees):

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 5 – 0 that the contract with Hartford Life and Hartford Life and Accident Insurance Company for the retirees over the age of sixty-five be terminated and these retirees be added to the self funded plan administered by Consolidated Benefits, Inc. at no reduction in coverage or any increase in the premiums.

(Airport):

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 – 0 that \$170,000 be taken from airport capital expenditures and transferred into an airport contingency fund.

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that the bid for the airport cemetery relocation be awarded to Phil Ellen and Associates and the bid for archaeological services for the relocation of the graves be awarded to Legacy Research Associates contingent upon final approval of the grant by the Federal Aviation Administration of at least \$207,810 provided that the administration be authorized to finalize certain issues relating to the work to be performed, including the number of graves per day to be relocated and method of verification and other such details relating to the method and pace of the work.

(Council on Aging Building):

The conveyance of the Council on Aging Building was not an agenda item, therefore under old business, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 4 – 0 (Mr. Thomas abstaining) that this conveyance be made.

(Rural Fire):

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Rural Fire be sent a memorandum reiterating Council's position regarding the specifications for fire trucks.

(Housing & Revitalization Committee):

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. David Werden's resignation from the Housing & Revitalization Committee be accepted and Mr. Steve Chupp be appointed to represent District V on this committee.

(Heritage Corridor):

Mr. Timms requested that Council be briefed at the next Council Meeting regarding actions of Heritage Corridor.

(Finance Office):

Upon request of Mrs. Phyllis Lombard, Finance Director, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 4 – 1 (Mr. Thomas voting against) that the moratorium on purchasing computer equipment until an ITT person is hired be temporarily removed so that a computer can be purchased for the Budget Analyst in the Finance Office.

Behavioral Health Services:

Mr. Thomas made a motion, seconded by Mr. Timms, approved 5 – 0 that Rev. John Compton's resignation from the Anderson-Oconee Behavioral Health Services Committee be accepted and Ms. Joan Black be appointed to replace him.

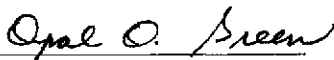
Pine Street Complex:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that the attached transfer in the amount of \$25,000 from Pine Street carpet into Pine Street paving be adopted.

Adjourn:

Adjourn: 9:40 PM

Respectfully Submitted


Opal O. Green
Council Clerk



OCONEE COUNTY SHERIFF'S OFFICE

415 SOUTH PINE STREET
WALHALLA, SOUTH CAROLINA 29691-2145
(864) 638-4117

James E. Singleton, Sheriff

MEMORANDUM

TO : Supervisor and Council Members
FROM : Chief Deputy Steve Pruitt
DATE : September 3, 1999
RE : Funding for School Resource Officer

The School District of Oconee County has received funding pursuant to the state appropriations bill to provide "School Safety Officers" in Oconee County middle and high schools not already staffed by a school resource officer. The bill, which allocated \$7,000,000 to the state Department of Education, reads:

(68.1) Funds appropriated to the Department of Education for School Safety Officers shall be allocated to the school districts based on the preceding year's average daily membership in grades 6 - 12. No local match is required. Funds not utilized by non-participating school districts shall be redistributed to participating districts. Local School districts may contract with local Police or Sheriff Departments to provide middle and high schools with commissioned safety officers to serve in the schools. Funds shall not be used to hire school district employees.

The School District of Oconee County has received \$142,000 based on the above formula. A portion of these funds will go to the city of Seneca to maintain their School Resource Officer programs at Seneca Middle and Seneca High School. The cities of Walhalla and Salem will receive funds to start programs at the high schools in their jurisdictions. The Sheriff's Department already has a School Resource Officer at West-Oak High School pursuant to a federal grant program. The school district has requested that the Sheriff's Department provide an officer to share his or her time between Oakway Middle and Westminster Middle schools. A total of \$35,500 is available from the school district to fund this position. This would be sufficient to fund the salary and fringe benefits of the S.R.O. position, which has a base pay of \$25,882, for the remainder of the fiscal year. We can equip the officer from existing funds.

MEMORANDUM

TO: County Auditors and Treasurers

FROM: Mary Lou Parham, President

SUBJECT: Computing the Tax Relief on Motor Vehicles

DATE: July 30, 1999

The 1999 General Assembly enacted legislation to grant tax relief to personal motor vehicles. Specific instructions were not included as to the method for applying the tax relief to the individual motor vehicles. This paper is offered as a method and formula which can be used to compute the amount of tax relief based upon the fair market value of the vehicle.

Step 1 – Estimate the fair market value of vehicles which are to be taxed in calendar year 2000. (Est. FMV)

Step 2 – Divide the amount of funds received by your county for tax relief by the estimated value of vehicles to be taxed. This results in a decimal fraction which represents the relief per dollar of value of a vehicle.

Step 3 – Multiply the decimal fraction obtained in Step 2 times the fair market value of a vehicle. This is the amount of tax relief to be deducted from the total tax for that vehicle.

Depending upon the accuracy of your estimated fair market value of vehicles to be taxed in year 2000, the total of all reductions made in that year should approximate the amount of funds given to you by the state for that purpose.

Examples:

Suppose that there are 3,000,000 personal vehicles in South Carolina. Suppose that 300,000 of these are in Greenville County. The State Treasurer would compute Greenville County's portion of the \$20 million appropriated as follows:

$$300,000 \div 3,000,000 = 10\% \text{ or } 0.10$$

$$10\% \text{ of } \$20 \text{ million} = \$2,000,000$$

(Actually, Greenville would get a portion of the interest earned on the \$20,000,000 as well)

Using our "steps", we would derive the following:

Step 1 – Greenville County estimates that the fair market value of its personal motor vehicles to be taxed in calendar year 2000 to be \$1,800,000,000

Step 2 – Divide \$2,000,000 (received for motor vehicle tax relief) by \$1,800,000,000 (estimated FMV)

$$\$2,000,000 \div \$1,800,000,000 = .0011 \text{ (factor)}$$

Step 3 – To obtain the reduction, multiply the FMV of the vehicle times the factor (.0011)

For a \$40,000 motor vehicle in a tax district with 270 mills, the tax would be as follows:

$$\begin{aligned} 40,000 \times 10.5\% &= \$4,200 && \text{assessed value} \\ \$4,200 \times .270 &= \$1,134 && \text{tax before deduction} \end{aligned}$$

Reduction for tax relief -

$$\begin{aligned} \$40,000 \times .0011 &= \underline{\$ 44.00} \\ &\$1,090.00 && \text{tax after reduction} \end{aligned}$$

For a \$5,000 motor vehicle in the same tax district, the tax would be as follows:

$$\begin{aligned} \$5,000 \times 10.5\% &= \$525 && \text{assessed value} \\ \$ 525 \times .270 &= \$142 && \text{tax before reduction} \end{aligned}$$

Reduction for tax relief -

$$\begin{aligned} \$5,000 \times .0011 &= \underline{\$ 5.50} \\ &\$136.50 && \text{tax after reduction} \end{aligned}$$

Which motor vehicles get the tax reduction?

The tax reduction applies to all personal motor vehicles. The easiest manner in which to administer this using the information supplied to you by DMV is to exclude those classes of motor vehicles which do not qualify. These exclusions include the following:

- Motor Homes
- Fleet Vehicles (FV tags)
- Motor Carriers (trucks over 26,000 lbs.)
- Trailers
- Campers
- Tow Trucks (SM tags)
- Buses

Distribution of State Funds Used to Reduce Motor Vehicles Taxes

You should receive all of your state funds for year 2000 for reducing motor vehicle taxes in early January. It is suggested that these funds' distribution be made to a single mileage fund (i.e. County General Fund) instead of across the board. This is easier to compute and reduces the accounting expense in administering the program.

TO REDUCE PROPERTY TAXES ON PERSONAL MOTOR VEHICLES.

Article 21, Chapter 37, Title 12 of the 1976 Code is amended by adding:

“Section 12-37-2735. (A) There is established in the State Treasury a separate and distinct fund to be known as the Personal Property Tax Relief Fund to which must be credited not more than nor less than twenty million dollars for a fiscal year. All monies deposited to this fund must be accounted for separately and any interest accruing from the investment of the monies on deposit with the fund must be credited to the fund and used for the same purpose as the principal. The fund must be used to make allocations available to the counties for the purpose of assisting the counties in reducing the ad valorem tax on personal motor vehicles.

(B) The monies credited to the Personal Property Tax Relief Fund must be allocated annually to separate county accounts, one each established in the name of the forty-six counties. The monies must be divided and allocated to the various county accounts based on a ratio equal to the total number of personal motor vehicles registered in a county divided by the total number of personal motor vehicles registered statewide at the close of the preceding calendar year or fiscal year as determined by the State Treasurer. The allocation drawn from the fund must be used for the exclusive purpose of reducing the ad valorem tax on personal motor vehicles and must be distributed to eligible persons in an equitable manner based on the fair market value of the vehicle.”



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FAX (864) 503-0359

OCONEE COUNTY
PROPOSAL FOR THE STATE VEHICLE TAX RELIEF
AUGUST 13, 1999

STATE PERSONAL VEHICLE TAX RELIEF PROCESSING	\$15,000.00
Software Maintenance (4 months @ \$212.50)	850.00
Sales Tax @ 5%	792.50

	\$ 16,642.50

In the 1999 SC Legislative session Article 21, Chapter 37, Title 12 of the 1976 Code was amended to provide for the Personal Property Tax Relief Fund. This fund was appropriated \$20,000,000 which will be given to the Counties for the purpose of reducing the ad valorem taxes on personal motor vehicles. The County will receive a portion of the money based on the number of personal vehicles registered in the County divided by the total number of personal vehicles registered in the State. The County must then use this money to reduce vehicle taxes for "eligible persons in an equitable manner based on the fair market value of the vehicle." SDP has met with representatives of Local Governments as well as State officials to determine the requirements of this new State program. Based on this information we offer the following plan and proposal for the implementation of this additional State tax relief.

I. First, the Tax Relief must be applied to Personal Vehicles. SDP will exclude buses, SM tags (tow trucks, etc), motor carriers (over 26k gv), campers, motor homes, fleet vehicles, trailers, and taxis.

II. Second, the Tax Relief must be calculated and applied to the taxes. The method is to compute a credit based on the Fair market value of the vehicle. The credit will be based on a factor which will be the amount of money received from the State divided by the appraised value of the motor vehicles which will receive the credit. This appraised value will be an estimated value. This factor represents the dollar amount of relief per dollar of appraised value. The system will have a report that selects net collections for a year and shows the number of vehicles, the appraised value of the vehicles, the assessment, and taxes. The factor will go to 6 decimal places. To compute the credit for an eligible vehicle, multiply the factor times the appraised value of the vehicle. The taxpayer pays the tax less the credit.

III. Third, the County Treasurer apportions the tax and the credit so that all taxing entities receive their full share of the original tax. The recommended method is to reduce a single entity (such as ordinary county) by the amount of the credit, and reimburse that entity from the funds received from the State.

This proposal is to allow SDP to make modifications to all programs, calculations, and reports to accommodate this new State tax relief according to these recommendations and guidelines. This Tax Relief is to begin with the January, 2000 vehicle notices which are generally calculated and printed around the first of December, 1999. SDP needs this proposal and the attached License Agreement signed and returned to SDP by October 1, 1999 in order to implement these changes in your County in a Timely fashion.

A software maintenance agreement is required and is payable 90 (ninety) days after installation and monthly thereafter. BILL QUARTERLY _____
BILL ANNUALLY _____

TERMS

An invoice for the software will be issued when training begins. This invoice is due and payable upon receipt.

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 2% per month (24% per year).

SDP provides software designed to do specific tasks and is sold "as is" and "as demonstrated".

Please have the authorized person sign both copies and return them to Smith Data Processing. SDP will sign both copies and return one copy to you.

J. M. SMITH CORPORATION
d/b/a SMITH DATA PROCESSING

BY: _____
Thomas R. McLeod

ITS: Vice President - SDP

DATE: _____

BY: _____

ITS: _____

DATE: _____

SCATT

South Carolina Association
Of Auditors, Treasurers and Tax Collectors
Post Office Box 11228 • Columbia, South Carolina 29211

TO: County Auditors and Treasurers

FROM: Mary Lou Parham, President

SUBJECT: Personal Motor Vehicle Tax Relief Fund Estimates

DATE: August 10, 1999

Attached are the State Treasurer's estimates for funds which your county will receive for personal motor vehicle tax relief. These funds will be released to you in early January 2000. The earlier memorandum dated July 30, 1999 describes the method to be used in calculating the tax reduction.

South Carolina State Treasurer's Office
 Personal Property Tax Relief

20,000,000.00

CALENDAR YEAR 1998

CCD Code	County Name	1-Jan-98 Thru 31-Dec-98 AUTOS	1-Jan-98 Thru 31-Dec-98 TRUCKS	1-Jan-98 Thru 31-Dec-98 TOTAL	County Ratio	County Allocation
1001	Abbeville County	14,422	6,820	21,242	0.0070403	140,805.35
1002	Aiken County	82,150	30,510	112,660	0.0373391	746,781.39
1003	Allendale County	5,066	1,870	6,936	0.0022988	45,976.17
1004	Anderson County	96,850	38,945	135,795	0.0450067	900,134.73
1005	Bamberg County	8,415	3,379	11,794	0.0039089	78,178.05
1006	Barnwell County	12,415	5,577	17,992	0.0059631	119,262.30
1007	Beaufort County	65,458	15,415	80,873	0.0268039	536,077.14
1008	Berkeley County	71,564	26,843	98,407	0.0326152	652,303.53
1009	Calhoun County	9,416	4,805	14,221	0.0047133	94,265.74
1010	Charleston County	166,174	40,803	206,977	0.0685987	1,371,973.82
1011	Cherokee County	27,836	13,215	41,051	0.0136056	272,111.86
1012	Chester County	18,815	8,444	27,259	0.0090345	180,689.81
1013	Chesterfield County	23,278	10,549	33,827	0.0112113	224,226.65
1014	Clarendon County	15,657	6,783	22,440	0.0074373	148,746.44
1015	Colleton County	19,639	9,139	28,778	0.0095379	190,758.70
1016	Darlington County	36,254	13,630	49,884	0.0165331	330,662.55
1017	Dillon County	15,796	6,339	22,135	0.0073362	146,724.71
1018	Dorchester County	50,815	17,365	68,180	0.0225970	451,939.95
1019	Edgefield County	11,938	5,614	17,552	0.0058173	116,345.70
1020	Fairfield County	13,511	5,508	19,019	0.0063035	126,069.90
1021	Florence County	70,732	25,660	96,392	0.0319473	638,946.84
1022	Georgetown County	30,685	11,018	41,703	0.0138217	276,433.73
1023	Greenville County	226,024	63,712	289,736	0.0960276	1,920,552.56
1024	Greenwood County	38,044	13,592	51,636	0.0171138	342,275.91
1025	Hampton County	9,700	4,452	14,152	0.0046904	93,808.36
1026	Horry County	113,429	36,832	150,261	0.0498012	996,024.48
1027	Jasper County	8,729	4,096	12,825	0.0042506	85,012.17
1028	Kershaw County	31,363	13,246	44,609	0.0147848	295,696.53
1029	Lancaster County	34,469	14,955	49,424	0.0163807	327,613.38
1030	Laurens County	37,048	15,896	52,944	0.0175473	350,946.15
1031	Lee County	9,628	3,431	13,059	0.0043282	86,563.27
1032	Lexington County	126,835	48,490	175,325	0.0581082	1,162,164.45
1033	McCormick County	5,485	2,152	7,637	0.0025311	50,622.84
1034	Marion County	18,110	6,333	24,443	0.0081012	162,023.59
1035	Marlboro County	14,715	4,948	19,663	0.0065169	130,338.74
1036	Newberry County	20,043	9,975	30,018	0.0099489	198,978.20
1037	Oconee County	39,679	18,153	57,832	0.0191673	383,346.89
	Orangeburg County	50,039	17,993	68,032	0.0225479	450,958.91

ESTIMATE

CALENDAR YEAR 1998

CCD Code	County Name	1-Jan-98 Thru 31-Dec-98 AUTOS	1-Jan-98 Thru 31-Dec-98 TRUCKS	1-Jan-98 Thru 31-Dec-98 TOTAL	County Ratio	County Allocation
1039	Pickens County	58,406	24,658	83,064	0.0275300	550,600.47
1040	Richland County	183,220	40,183	223,403	0.0740428	1,480,855.69
1041	Saluda County	10,077	5,936	16,013	0.0053072	106,144.24
1042	Spartanburg County	147,678	53,773	201,451	0.0667672	1,335,344.02
1043	Sumter County	56,227	19,081	75,308	0.0249594	499,188.82
1044	Union County	17,838	7,280	25,118	0.0083249	166,497.91
1045	Williamsburg County	18,420	7,883	26,303	0.0087176	174,352.84
1046	York County	95,483	34,359	129,842	0.0430337	860,674.50
		2,237,575	779,640	3,017,215	1.0000000	20,000,000.00

Personal Motor Vehicle Registration
 Information Provided by:
 South Carolina Department of Public Safety
 Motor Vehicle Registrations - Table 311

Oconee County Treasurer's Office

Anne C. Dodd

Treasurer

Post Office Box 429
Walhalla, S.C. 29691

Telephone (864) 638-4162
Facsimile (864) 638-4156


September 7, 1999

TO: Honorable Harrison E. Orr, Supervisor-Chairman
FROM: Anne C. Dodd, Treasurer
RE: Lock Box Mail Processing

I am requesting an amount of \$4,143.53 to be transferred to line item # 010-003-00150-00056 (data processing). These funds will be used to pay for software needed to implement a lock box system to process real estate tax payments in a more timely and efficient manner. Attached you will find a proposal from Smith Data Processing for your review.

Thank you for your review and consideration.

Respectfully,


Anne C. Dodd
Treasurer

ACD/cb



smith
data processing

p.o. box 1412
spartanburg, s.c. 29304

(864) 574-8161
1-800-235-0762 • 1-800-235-0767
FAX (864) 503-0359

OCONEE COUNTY TREASURER
PROPOSAL FOR LOCK BOX PROCESSING OF REAL TAX PAYMENTS
August 30, 1999

PROPOSAL FOR LOCK BOX PROCESSING OF REAL TAX PAYMENTS	\$3,500.00
Software Maintenance (9 months @ 49.58)	446.22
Sales tax	197.31
	=====
TOTAL	\$4,143.53

Payments will be received from the bank in a fixed length, DOS ASCII file. SDP will provide the bank with the appropriate lfile layout. The system will read this file and mark the tax records paid. Records will be edited to check for records already paid or abated, verify the payment amount equals the amount due, and verify that no delinquent payments are due on that map number for real esatate taxes.

TRAINING

Smith Data Processing takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by an SDP representative with the designated person from your staff.

This proposal includes training for each software system purchased in accordance with the schedule below:

Up to 3 days

If training exceeds the number of days specified above, a charge per day for training will apply.

It is the responsibility of the customer to have employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires 24 hours advance notice.

MAINTENANCE

A software maintenance agreement is required and is payable 90 (ninety) days after installation and monthly thereafter. BILL QUARTERLY _____
BILL ANNUALLY _____

TERMS

An invoice for the software will issued when training begins. This invoice is due and payable upon receipt.

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 2% per month (24% per year).

SOFTWARE PRICES IN THIS QUOTE ARE VALID FOR THIRTY (30) DAYS. HARDWARE TYPES AND PRICES COULD VARY ACCORDING TO THE AVAILABILITY OF EQUIPMENT WHEN THE ORDER IS ACTUALLY SIGNED AND PLACED.

SDP provides software designed to do specific tasks and is sold 'as is' and 'as demonstrated'.

Please have the authorized person sign both copies and return them to Smith Data Processing. SDP will sign both copies and return one copy to you.

J. M. SMITH CORPORATION
d/b/a SMITH DATA PROCESSING

BY: _____
Thomas R. McLeod
ITS: Vice President - SDP
DATE: _____

BY: _____
ITS: _____
DATE: _____

ROBINSON, BRADSHAW & HINSON, P.A.

ATTORNEYS AT LAW

FAX OPERATOR
(704) 377-8153

101 NORTH TRYON STREET, SUITE 1900
CHARLOTTE, NORTH CAROLINA 28246
TELEPHONE (704) 377-2536
FAX (704) 378-4000

SOUTH CAROLINA OFFICE
THE GUARDIAN BUILDING
223 E. MAIN STREET, SUITE 600
POST OFFICE DRAWER 12070
ROCK HILL, SOUTH CAROLINA 29731
TELEPHONE (803) 325-2900
FAX (803) 325-2929

FAX COVER SHEET

SEND TO:	TELEPHONE NO.	FAX NO.
MS. OPAL GREEN	864/638-4244	864/638-4241
MR. TIMOTHY CAIN	864/882-6608	864/882-7182

FROM: STUART H. JOHNSON

COMMENTS:

Opal, due to last minute changes from Oconee counsel, attached is a revised Ordinance regarding Duke Energy Corporation to be used at the meeting tonight at 7:00 p.m.

I will FedEx ten copies of the Ordinance for execution. Thanks for your help.

Date: September 7, 1999

Client/Matter: 03227.01096

Number of Pages (including this page): 8

Original will NOT follow
 Original will follow by:
 Regular Mail Federal Express Hand Delivery

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY COLLECT TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF POLLUTION CONTROL REVENUE REFUNDING BONDS (DUKE ENERGY CORPORATION) SERIES 1999 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$37,000,000 OF OCONEE COUNTY, SOUTH CAROLINA, TO THE BANK OF NEW YORK, AS TRUSTEE; THE APPLICATION OF THE PROCEEDS OF SAID BONDS TO REFUND EXISTING POLLUTION CONTROL BONDS; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BONDS, INCLUDING A TRUST INDENTURE BETWEEN OCONEE COUNTY AND THE BANK OF NEW YORK, SECURING THE BONDS AND PRESCRIBING MATTERS RELATED THERETO, A LOAN AGREEMENT BETWEEN OCONEE COUNTY AND DUKE ENERGY CORPORATION, A PURCHASE AGREEMENT AMONG OCONEE COUNTY, DUKE ENERGY CORPORATION AND GOLDMAN, SACHS & CO., AND AN OFFICIAL STATEMENT AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is empowered under and pursuant to the provisions of Title 48, Chapter 3 of the Code of Laws of South Carolina 1976, as amended (the "Act"), (i) to enter into agreements with any industry to construct and thereafter operate, maintain and improve pollution control facilities; (ii) to enter into a loan agreement with such industry prescribing the terms and conditions of the payments to be made by the industry to the County to meet the payments that shall become due on bonds; (iii) to issue bonds for the purpose of defraying the cost of acquiring by construction and purchase pollution control facilities or to issue bonds for any enlargement, improvement or expansion of any then existing pollution control facility and to secure the payment of such bonds; and (iv) to issue bonds to refund any bonds issued under the Act; all in order to provide assistance to industries to mitigate, eliminate or prevent air and water pollution and to dispose of all waste of any sort originating in or about any industrial enterprise by providing a means with which to raise moneys to pay the cost of such facilities; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by the Act to issue its revenue bonds or to refund bonds issued pursuant to the Act, for the purpose of defraying the cost of acquiring, or causing to be acquired, by construction and purchase, pollution control facilities, as defined in the Act, such revenue bonds to be payable solely from the revenues and receipts derived under any financing agreement with respect to such pollution control facilities and to be further secured by an assignment of the rights of the County under such financing agreement; and

WHEREAS, the County has previously issued its Annual Tender Pollution Control Revenue Bonds (Duke Power Company Project) Series 1987A in the original aggregate amount

of \$25,000,000, issued by the County, and the Annual Tender Pollution Control Revenue Bonds (Duke Power Company Project) Series 1987B in the original aggregate amount of \$10,000,000 (collectively the "Prior Bonds"); and

WHEREAS, in order to implement the public purposes enumerated in the Act, the County has agreed to execute and deliver its Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999 in the principal amount not exceeding \$37,000,000 (the "Bonds"), under and pursuant to the Act to refund the Prior Bonds; and

WHEREAS, the County Council proposes to execute and deliver its revenue bonds, to be designated "Oconee County, South Carolina Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999", in the principal amount not exceeding \$37,000,000, to be dated as of October 1, 1999, or such other date on or before January 1, 2000, as may be agreed to by Duke Energy Corporation, a North Carolina corporation (the "Corporation"), and The Bank of New York, as trustee (the "Trustee"), to be issued under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in a Trust Indenture dated as of October 1, 1999 (the "Indenture"), by and between the County and the Trustee; the proceeds from the Bonds to be disbursed to finance the refunding of the Prior Bonds (the "Refunding"); and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to loan the proceeds of the Bonds to the Corporation under and pursuant to the provisions of a Loan Agreement dated as of October 1, 1999 (the "Agreement"), by and between the County and the Corporation, pursuant to which the Corporation is obligated to make payments directly to the Trustee for the account of the County in amounts sufficient to pay the principal and interest on the Bonds; and

WHEREAS, the Refunding and the issuance of the Bonds by the County as herein recited and provided have been duly approved by the State Budget and Control Board of South Carolina, by resolution duly adopted on September 14, 1999, and will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Indenture by and between the County and the Trustee;
2. The form of the Agreement by and between the County and the Corporation;
3. The form of the Bond Purchase Agreement (the "Purchase Agreement") by and among the County, the Corporation and Goldman, Sachs & Co.; and
4. The form of the Official Statement.

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to further the purposes of the Act by refinancing the costs of acquiring, construction and purchasing the pollution control facilities referred to above by assisting the Corporation in the refunding of the Prior Bonds, the issuance of the Bonds is approved.

Section 2. Pursuant to the authority of the Act, and for the purpose of defraying the cost of the Refunding, there is hereby authorized to be issued, and shall be issued, revenue refunding bonds of the County in one or more series in the aggregate principal amount of not exceeding Thirty Seven Million Dollars (\$37,000,000) to be designated "Oconee County, South Carolina Pollution Control Revenue Refunding Bonds (Duke Energy Corporation) Series 1999." The Bonds shall be issuable in fully registered form.

The Bonds shall bear interest at the rates and times as provided in the Indenture. Principal shall be payable as provided in the Indenture.

The Supervisor-Chairman of the County Council is hereby authorized to approve such changes in the maturity date of the Bonds and the dates on which principal and interest are due thereon as may be consistent with any authorized change in the date of, and date of delivery of, the Bonds and such other changes as may be necessary to carry out the transactions contemplated by the Bonds, the Indenture and the Agreement and as do not modify in any material respect the County's undertaking thereunder, his execution and delivery of the Indenture to indicate such approval.

Section 3. The Bonds shall be limited obligations of the County, the principal and interest on which shall be payable solely out of the revenues derived from the Agreement. The Bonds and the interest thereon shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Bonds.

Nothing in this ordinance, the Agreement or the Trust Indenture shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bonds, (ii) the revenues derived from the Agreement, and (iii) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 4. The Bonds shall be executed in the name the County with the manual or facsimile signature of the Supervisor-Chairman of the County Council, shall be attested by the manual or facsimile signature of the Clerk of the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 5. The Bonds shall be in substantially the form set forth in the Indenture, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 6. The Bonds shall be issued in compliance with and under authority of the provisions of the Act, this ordinance and the Indenture.

Section 7. While any portion of the Bonds shall remain outstanding and unpaid, the County hereby covenants and agrees with the holders from time to time of such Bonds that it will not issue any additional notes or bonds or incur any obligations of any sort secured by a lien prior to the lien of the Indenture.

Section 8. It is hereby found, determined and declared by the County Council, as follows:

(a) The project financed with the proceeds of the Prior Bonds (the "Project") constitutes and will continue to constitute a "pollution control facility" as said term is referred to and defined in Section 48-3-10 of the Act, and the issuance of the Bonds in the aggregate principal amount of not exceeding \$37,000,000 will be used to defray the refunding of the Prior Bonds and will serve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) Neither the Project, the Bonds proposed to be issued by the County to defray the costs of the Refunding, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(c) Inasmuch as the Corporation is a corporation with established credit, the establishment of reserve funds in connection with retirement of the Bonds and the maintenance of the Project is deemed unnecessary;

(d) The Project will be made available by the County to the Corporation upon terms that require the Corporation, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto; and

Section 9. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County, and thereupon to cause the Agreement to be delivered to the Corporation. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution

thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 10. To provide for the authorization of and to secure the Bonds under the Act, and to prescribe the terms and conditions upon which the Bonds are to be issued, secured, executed, accepted and held, and for the purpose of assigning the interests of the County under the Agreement, the form, terms and provisions of the Indenture which is before this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Indenture were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Indenture to the Trustee. The Indenture is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Indenture now before this meeting.

The Bank of New York, a New York state banking corporation, is hereby designated as Indenture Trustee under the Indenture and as Paying Agent and Bond Registrar for the Bonds.

Section 11. There is hereby authorized the execution and delivery of the Bonds to the Trustee at a price of not exceeding Thirty Seven Million Dollars (\$37,000,000), the same being one hundred percent (100%) of the par value of the Bonds. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Bonds to the Trustee. The Bonds are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Bonds before this meeting.

Section 12. The form, terms and provisions of the Purchase Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Purchase Agreement were set out in this ordinance in its entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Purchase Agreement in the name and on behalf of the County, and thereupon to cause the Purchase Agreement to be delivered to the Corporation. The Purchase Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Purchase Agreement now before this meeting.

Section 13. The forms, terms and provisions of the Official Statement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if

the Official Statement were set out in this ordinance in their entirety. The Supervisor-Chairman and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Official Statement in the name and on behalf of the County, and thereupon to cause the Official Statement to be delivered to the Corporation. The Official Statement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County, their delivery thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Official Statement now before this meeting.

Section 14. The Supervisor-Chairman and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement, the Indenture, the Purchase Agreement and the performance of all obligations of the County under and pursuant to the Agreement, the Indenture, the Purchase Agreement and the Bonds and the execution and delivery of the Bonds; and the Trustee is hereby authorized to receive and receipt for the proceeds of the Bonds on behalf of the County and to hold and disburse said proceeds in accordance with the provisions of the Indenture.

The Supervisor-Chairman and the Clerk of the County Council are each further authorized to execute and deliver such other documents and certificates necessary to effectuate the issuance and delivery of the Bonds as contemplated in this ordinance.

Section 15. No approvals granted in connection with the Bonds nor any requests for approval by the State Budget and Control Board have been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 16. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 17. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this _____ day of _____, 1999.

**OCONEE COUNTY,
SOUTH CAROLINA**

By: _____
Supervisor-Chairman,
Oconee County Council

ATTEST:

Clerk, Oconee County Council

First Reading: September 7, 1999

Second Reading: September 14, 1999

Public Hearing and
Third Reading: September 21, 1999

Town of West Union

1442 W. Main Street
Post Office Box 129
West Union, S.C. 29696

(864) 638-9978

Fax (864) 638-8484

August 19, 1999

Oconee County
Mr. Brett Caulder
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Caulder:

The West Union town council discussed and agreed to have Oconee County enforce their building Codes ordinance within West Unions' Jurisdiction. We understand an agreement will be presented to our council for approval and upon signatures from each party, the Oconee County building codes will become effective within the town of West Union.

We look forward to working with you in the future, and if we can be of any assistance, please do not hesitate to contact us at 638-9978.

Sincerely,



Larry Harden
Mayor

STATE OF SOUTH CAROLINA)

AGREEMENT

COUNTY OF OCONEE)

This Agreement is entered into this _____ day of _____, 19_____, by and between Oconee County, South Carolina, hereinafter referred to as County, and the Town of West Union, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the Town.

WHEREAS, the County has adopted the Standard Building Code, the CABO One and Two Family Dwelling Code, the Standard Mechanical Code, the Standard Plumbing Code, the Standard Gas Code, the National Electric Code, the Standard Fire Prevention Code, the Standard Housing Code, the Standard Swimming Pool Code, the Manufactured Home Installation Requirements, and the Model Energy Code in Oconee County Ordinance Number 98-10; and

WHEREAS, the Town has adopted the substantive provisions of that County ordinance verbatim by municipal ordinance(s) and has requested that the County administer and enforce such ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries; and

WHEREAS, the County has agreed to administer and to enforce such ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the County and the Town each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The County will administer and enforce, on behalf of and as the agent of the Town, the provisions of Oconee County Ordinance Number 98-10 within the boundaries of the Town.

2. In consideration of the County administering and enforcing such municipal ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries, the Town agrees that all fees payable pursuant to the terms and provisions of such ordinance(s) shall be paid to the County to defray any costs incurred by the County in the administration and enforcement of such ordinance(s). All required permits shall be issued by the County Building Codes Department. Projects that require a City Zoning or Special Use permit will only be permitted by the County after satisfactory proof of the required permit executed by the Town is presented to the County Permit Office. The County Building Codes employees shall have no jurisdiction over zoning, water or sewer matters within the municipal boundaries of the Town.

3. As further consideration of the County administering and enforcing such municipal ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries, the Town further agrees to indemnify, defend, and to hold the County, its employees, agents, and representatives, harmless from any and all claims for damages to persons and/or property, including court costs and attorney's fees, arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both parties agree to immediately notify the other party of any civil action arising out of the operation of this Agreement.

4. The Town agrees to give its full and complete cooperation to the County and to provide any reasonable assistance which may be requested by the County in connection with the performance of the terms and provisions of this Agreement.

5. Any appeals arising out of the administration and enforcement by the County of the terms and provisions of performance of such municipal ordinance(s) shall be the sole responsibility of and be administered by the Town, and no such appeals shall be made to or heard by the County's Board of Adjustments and Appeals.

6. If any provision of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

7. This Agreement shall become effective upon the date of execution and shall remain in effect unless terminated in accordance with the provisions of Paragraph 8 of this Agreement.

8. This Agreement may be terminated at any time by either of the parties with sixty (60) days written notice to the other. Such notice by the County or the Town or by the Town to the County or the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed to the respective addresses below stated:

To the County at:

To the Town at:

Either of the parties may at any time change the address for notices to such party by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address.

9. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.

10. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

11. This Agreement is executed on behalf of Oconee County by the Oconee County Council pursuant to motion duly made and adopted at a meeting of the Oconee County Council.

12. This Agreement is executed by Town of West Union, South Carolina pursuant to motion duly made and adopted at a regular meeting of its municipal or Town council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ATTESTED:

Opal O. Green, Council Clerk

ATTESTED:

Name: _____

Title: _____

OCONEE COUNTY

By:

Harrison E. Orr, Supervisor-
Chairman, Oconee County Council

TOWN OF WEST UNION

Duly authorized to execute this Agreement
on its behalf

Name: _____

Title: _____

Town of Salem

P. O. Box 30 • 5 Park Avenue • Salem, South Carolina 29676
Telephone: 864-944-2819 • FAX 864-944-7795

June 21, 1999

Mr. Jon Caime
Oconee County Engineer
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Caime:

At the June 8, 1999 meeting the Salem Town Council voted unanimously to allow Oconee County to enforce building codes within the municipality beginning no later than June 1, 2000.

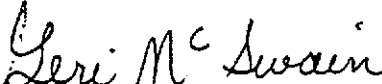
Please bring a recommendation to County Council allowing the county building inspector to enforce the building codes within this jurisdiction.

We will await the agreement between Oconee County and the Town of Salem and present it at the appropriate time.

When the County's building codes ordinance is in place, please forward a copy of this ordinance to us.

Thank you so much for your help and allowing Mr. Caulder to attend our meeting to explain the new law.

Yours truly,


Geri McSwain, Clerk

/gm

STATE OF SOUTH CAROLINA)

AGREEMENT

COUNTY OF OCONEE)

This Agreement is entered into this _____ day of _____, 19_____, by and between Oconee County, South Carolina, hereinafter referred to as County, and the Town of Salem, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the Town:

WHEREAS, the County has adopted the Standard Building Code, the CABO One and Two Family Dwelling Code, the Standard Mechanical Code, the Standard Plumbing Code, the Standard Gas Code, the National Electric Code, the Standard Fire Prevention Code, the Standard Housing Code, the Standard Swimming Pool Code, the Manufactured Home Installation Requirements, and the Model Energy Code in Oconee County Ordinance Number 98-10; and

WHEREAS, the Town has adopted the substantive provisions of that County ordinance verbatim by municipal ordinance(s) and has requested that the County administer and enforce such ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries; and

WHEREAS, the County has agreed to administer and to enforce such ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the County and the Town each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The County will administer and enforce, on behalf of and as the agent of the Town, the provisions of Oconee County Ordinance Number 98-10 within the boundaries of the Town.
2. In consideration of the County administering and enforcing such municipal ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries, the Town agrees that all fees payable pursuant to the terms and provisions of such ordinance(s) shall be paid to the County to defray any costs incurred by the County in the administration and enforcement of such ordinance(s). All required permits shall be issued by the County Building Codes Department. Projects that require a City Zoning or Special Use permit will only be permitted by the County after satisfactory proof of the required permit executed by the Town is presented to the County Permit Office. The County Building Codes employees shall have no jurisdiction over zoning, water or sewer matters within the municipal boundaries of the Town.
3. As further consideration of the County administering and enforcing such municipal ordinance(s) on behalf of and as the agent of the Town within its municipal boundaries, the Town further agrees to indemnify, defend, and to hold the County, its employees, agents, and representatives, harmless from any and all claims for damages to persons and/or property, including court costs and attorney's fees, arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both parties agree to immediately notify the other party of any civil action arising out of the operation of this Agreement.
4. The Town agrees to give its full and complete cooperation to the County and to provide any reasonable assistance which may be requested by the County in connection with the performance of the terms and provisions of this Agreement.

5. Any appeals arising out of the administration and enforcement by the County of the terms and provisions of performance of such municipal ordinance(s) shall be the sole responsibility of and be administered by the Town, and no such appeals shall be made to or heard by the County's Board of Adjustments and Appeals.

6. If any provision of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

7. This Agreement shall become effective upon the date of execution and shall remain in effect unless terminated in accordance with the provisions of Paragraph 8 of this Agreement.

8. This Agreement may be terminated at any time by either of the parties with sixty (60) days written notice to the other. Such notice by the County or the Town or by the Town to the County or the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed to the respective addresses below stated:

To the County at:

To the Town at:

Either of the parties may at any time change the address for notices to such party by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address.

9. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.

10. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

11. This Agreement is executed on behalf of Oconee County by the Oconee County Council pursuant to motion duly made and adopted at a meeting of the Oconee County Council.

12. This Agreement is executed by Town of Salem, South Carolina pursuant to motion duly made and adopted at a regular meeting of its municipal or Town council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ATTESTED:

Opal O. Green, Council Clerk

ATTESTED:

Name: _____

Title: _____

OCONEE COUNTY

By:

Harrison E. Orr, Supervisor-
Chairman, Oconee County Council

TOWN OF SALEM

Duly authorized to execute this Agreement
on its behalf

Name: _____

Title: _____

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The ARS

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for rewiring of campsites at South Cove County Park .

BASE BID - lump sum \$ 13,500.00

Rigid Conduit (per linear foot) \$ 3.00

S. C. Contractor's License Number M 2842

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>8/26/99</u>
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 2/1/2000

Bidding Organization: ARS

Mailing Address: 2788 BLUE RIDGE BLVD. WALHALLA, SC 29691

Signature of Bidder's Representative: Norman Beaudoin

Print Name of Bidder's Representative: NORMAN BEAUDOIN

Title: ELEC. DIV. MGR. Date: 9-2-99

Telephone: 638-9935 Fax: 638-8129

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The DAVIS ELECTRICAL & PLUMBING, INC.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for rewiring of campsites at South Cove County Park .

BASE BID – lump sum \$ 15,739.20

Rigid Conduit (per linear foot) \$ 2.25

S. C. Contractor's License Number M95902

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>8-26-99</u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 10 DAYS

Bidding Organization: DAVIS ELECTRICAL & PLUMBING, INC.

Mailing Address: 538 POPLAR SPRINGS RD. WALHALLA, SC

Signature of Bidder's Representative: *Keith Mize*

Print Name of Bidder's Representative: KEITH MIZE

Title: PROJECT MANAGER Date: 09-01-99

Telephone: 638-0202 Fax: 638-0650

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The CLEMENTS ELECTRICAL, INC.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for rewiring of campsites at South Cove County Park .

BASE BID – lump sum \$ 16,510.00

Rigid Conduit (per linear foot) \$ 2.95/ft.

S. C. Contractor's License Number 1680

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>1</u>	<u>AUG. 26, 1999</u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: FEBRUARY 1, 2000

Bidding Organization: CLEMENTS ELECTRICAL, INC.

Mailing Address: P.O. BOX 2041 SENECA, SC 29679

Signature of Bidder's Representative: *Alton Clements V.P.*

Print Name of Bidder's Representative: ALTON CLEMENTS

Title: VICE PRESIDENT Date: SEPT. 2, 1999

Telephone: 864- 882-7759 Fax: 864- 985-0240

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The GENERAL MAINT. & ELECT. SERV.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for rewiring of campsites at South Cove County Park .

BASE BID – lump sum

\$17,286.00

Rigid Conduit (per linear foot) \$ 4.50

S. C. Contractor's License Number SO30587

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number

Date

1

~~9-2-99~~ 8-26-99

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 2-1-2000

Bidding Organization: GENERAL MAINT. & ELECT SERV.

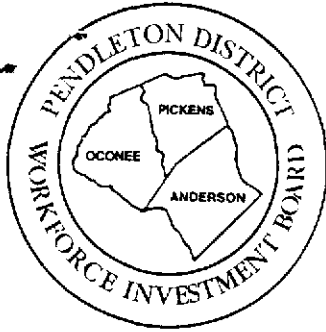
Mailing Address: 275 RED MTN. RD., MTN. REST, S.C. 29664

Signature of Bidder's Representative: Thomas L Blackwell

Print Name of Bidder's Representative: THOMAS L. BLACKWELL

Title: OWNER Date: 9-2-99

Telephone: 647-2139 Fax: _____



PENDLETON DISTRICT WORKFORCE INVESTMENT BOARD

Highway 76 • Post Office Box 587
Pendleton, South Carolina 29670

Serving Anderson, Oconee and Pickens Counties since 1983

August 30, 1999

Opal Green
Oconee County Council
415 Pine Street
Walhalla, SC 29691

Dear Opal:

In June, I appeared before the Oconee County Council for the purpose of designation as a Workforce Investment Area under the new Workforce Investment Act. We received formal approval as an Area from the Governor on July 20. The next step is the certification of the new board. Due to the changes in the new law and the desire of many board members to resign, it was necessary to replace 80% of the board members.

The attachments include the application and instructions that you received late July. We have complied with the instructions for certification of Local Workforce Investment Board (LWIB). The application is due September 10. Given the short time frame, we worked as quickly as possible to form the new board. We sent letters to over seventy-five organizations and agencies in the area and issued a public notice in three area newspapers.

Upon receiving the applications for appointment, we tried to balance the category membership with each county's fair share percentage. We still have some vacancies in Pickens and Anderson Counties but were able to fill all the positions in Oconee County.

There will be twenty-seven members on the new board. The county fair share is based upon the population of the county. The three-county area has a population of 331,937 (1998 Population Estimates from the US Bureau of the Census). Oconee has a population of 64,059 or 19% of the population of the Workforce Investment Area. Therefore, five members of the board will come from Oconee County. Attached are the proposed names for appointment to the Local Workforce Investment Board.

The next step will be the appointment of a Youth Council with a deadline of February 1, 2000. I apologize for not being able to be present for the meeting. If you think it is necessary for us to be at the meeting, I can arrange to have someone else there. If you have any questions, please give me a call.

Sincerely,


Julia S. McLellan
Director

Enclosures

**Oconee County
Appointments to the
Pendleton District Workforce Investment Board**

Frank Lanford
Fred P. Hamilton Career Center
100 Vocational Drive
Seneca, SC 29672

Representing: Education and One-Stop Partner

Hugh Foster
Communications Workers Local 3702
PO Box 605
Richland, SC 29675

Representing: Labor Organization

Mary Ann Craft
US Engine Valve
7039 South Highway 11
Westminster, SC 29693

Representing: Business

Larry Smith
Square D
1990 Sandifer Blvd
Seneca, SC 29678

Representing: Business

Terry Dailey
Cryovac Division
PO Box 1157
Seneca, SC 29679-1157

Representing: Business

Pendleton District Workforce Investment Board
Board Member Categories

Member	County			Category					
	Anderson	Oconee	Pickens	Education	Labor Organiz	Community Based Org	Economic Development	One Stop Partner	Other Business
Frank Lanford		1		1					
Don Gamson	1			1					
Brenda Scotland	1				1				
Hugh Foster		1			1				
CBO (vacant)			1			1			
Alfonse Norris	1					1			
Eddie Nail	1						1		
Burrin Nelson			1				1		
Roger Hutton	1							1	
Danny Mize	1							1	
Craig Brandon			1					1	
HUD-E & T (vacant)			1					1	
DSS (vacant)	1								1
Dan Gissendanner	1								1
Leon Harris	1								1
Business (vacant)	1								1
Business (vacant)	1								1
Business (vacant)	1								1
Business (vacant)	1								1
Mary Ann Craft		1							1
Larry Smith		1							1
Terry Daily		1							1
Ed Parns			1						1
Larry Inabinet			1						1
Roy Taylor			1						1
Gary Justice			1						1
David Danner			1						1
Total	13	5	9	2	2	2	2	4	14
	48%	19%	33%						52%
		27							

APPLICATION FOR FEDERAL ASSISTANCE

		2. DATE SUBMITTED September 23, 1999	Applicant Identifier AIP-3-45-0016-08																								
1. TYPE OF SUBMISSION: <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<i>Preapplication</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier																								
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier AIP-3-45-0016-08																								
5. APPLICANT INFORMATION																											
Legal Name Oconee County Regional Airport, South Carolina		Organization Unit Oconee County																									
Address (give city, county, state, and zip code) Oconee County Regional Airport 365 Airport Road Seneca, SC 29678 (OCONEE COUNTY)		Name and telephone number of the person to be contacted on matters involving this application (give area code) Mr. Harrison E. Orr, County Supervisor (864) 638-4244																									
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <table style="border: 1px solid black; display: inline-table; text-align: center; width: 100px;"> <tr><td style="border: 1px solid black; width: 20px; height: 20px;">5</td><td style="border: 1px solid black; width: 20px; height: 20px;">7</td><td style="border: 1px solid black; width: 20px; height: 20px;">—</td><td style="border: 1px solid black; width: 20px; height: 20px;">6</td><td style="border: 1px solid black; width: 20px; height: 20px;">0</td><td style="border: 1px solid black; width: 20px; height: 20px;">0</td><td style="border: 1px solid black; width: 20px; height: 20px;">0</td><td style="border: 1px solid black; width: 20px; height: 20px;">3</td><td style="border: 1px solid black; width: 20px; height: 20px;">9</td><td style="border: 1px solid black; width: 20px; height: 20px;">1</td></tr> </table>		5	7	—	6	0	0	0	3	9	1	7. TYPE OF APPLICANT: (enter appropriate letter in box) <table style="width: 100%;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">H. Independent School Dist. <input checked="" type="checkbox"/></td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (Specify)</td> </tr> </table>		A. State	H. Independent School Dist. <input checked="" type="checkbox"/>	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Profit Organization	G. Special District	N. Other (Specify)
5	7	—	6	0	0	0	3	9	1																		
A. State	H. Independent School Dist. <input checked="" type="checkbox"/>																										
B. County	I. State Controlled Institution of Higher Learning																										
C. Municipal	J. Private University																										
D. Township	K. Indian Tribe																										
E. Interstate	L. Individual																										
F. Intermunicipal	M. Profit Organization																										
G. Special District	N. Other (Specify)																										
6. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify)		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration																									
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <table style="border: 1px solid black; display: inline-table; text-align: center; width: 100px;"> <tr><td style="border: 1px solid black; width: 20px; height: 20px;">2</td><td style="border: 1px solid black; width: 20px; height: 20px;">0</td><td style="border: 1px solid black; width: 20px; height: 20px;">1</td><td style="border: 1px solid black; width: 20px; height: 20px;">0</td><td style="border: 1px solid black; width: 20px; height: 20px;">6</td></tr> </table>		2	0	1	0	6	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Relocate cemetery located in Runway 7 Safety Area.																				
2	0	1	0	6																							
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) Oconee County, South Carolina																											
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF																									
Start Date 09/01/99	Ending Date 11/01/99	a. Applicant Tenth	b. Project Eleventh																								
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES THIS APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE <u>September 23, 1999</u> b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY EO 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW																									
a. Federal	\$ 276,174.90																										
b. Applicant	\$.00																										
c. State	\$ 15,343.05																										
d. Local	\$ 15,343.05																										
e. Other	\$.00																										
f. Program Income	\$.00																										
g. TOTAL	\$ 306,861.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes", attach an explanation <input checked="" type="checkbox"/> No																									
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																											
a. Typed Name of Authorized Representative Harrison E. Orr		b. Title County Supervisor	c. Telephone number (864) 638-4244																								
d. Signature of Authorized Representative <i>Harrison E. Orr</i>		e. Date Signed 9-22-99																									

**Program Narrative
Oconee County Regional Airport
Cemetery Relocation**

Oconee County proposes to relocate approximately 305 graves located at the former Bethel Grove United Methodist Church cemetery on Airline Road in Seneca, South Carolina. The cemetery is on the property of the Oconee County Regional Airport, and is approximately 90 feet from the end of Runway 7. Of the approximately 305 graves located in the cemetery, 26 are legibly marked, and approximately 7 are concrete vaults. The marked graves range in age from 1880 to 1976. The cemetery grades violate several FAA safety criteria, and the FAA requires relocation of the cemetery before the Airport can expand or improve the existing runway and taxiways. A "Cemetery Relocation Plan" has been prepared and submitted to the S.C. Historic Preservation Office, the FAA, and the S.C. Division of Aeronautics.

A South Carolina licensed Funeral Director selected by the County will relocate the graves to an established cemetery off County property. The work to be performed by the selected Funeral Director will consist of the following general tasks:

- Selection of an established cemetery for reinterment of remains.
- Verification of number of graves located in cemetery on Airport property.
- Completion of a "Request for Disinterment" form and submission to S.C. Department of Health & Environmental Control.
- Disinterment of remains from graves on Airport property.
- Placement of remains in suitable container.
- Transport of remains to reinterment site.
- Reinterment of remains at selected cemetery, including opening and closing graves.
- Marking graves.
- Providing permanent sign near Airport disinterment site and at cemetery with reinterred remains indicating that remains have been moved.
- Minor grading of Airport disinterment site to provide smooth surface, followed by seeding and mulching.

A professional archeologist retained by the County will perform observation of the grave verification, disinterment, and reinterment.

**Proposed Budget
Oconee County Regional Airport
Cemetery Relocation**

Administrative Expenses	\$ 2,000.00
Legal	1,500.00
DBE Plan and Verification	5,375.00
Grave Relocation	242,745.00
Archeological Services	34,940.00
Project Assistance and Administration	16,000.00
Cemetery Survey	4,301.00
Total Proposed Budget	\$306,861.00
Federal Share (90%)	276,174.90
State Share (5%)	15,343.05
Local Share (5%)	15,343.05

Cost Estimates for Grave Relocation

Assume 300 Graves (based on archeologist's opinion that original estimate of number of graves is highly conservative)

Work Item	Number	Unit	Unit Price	Extended Total
Grave Relocation				
Grave Verification	1	L.S.	\$ 100.00	\$ 100.00
Relocate Graves	305	Each	\$ 789.00	\$ 240,645.00
Provide 2 Historical Marker-Type Signs	1	L.S.	\$ 2,000.00	\$ 2,000.00
Subtotal Grave Relocation				\$ 242,745.00
Archeological Oversight				
Archeologist Man-Days	52	Each	\$ 575.00	\$ 29,900.00
Trips	20	Each	\$ 252.00	\$ 5,040.00
Subtotal Archeologist				\$ 34,940.00
TOTAL				\$ 277,685.00

BIDDER	Legacy Research Assoc.	TRC Garrow	URS-Greiner-Woodward Clyde	Emily Freeman	Linda Hall	XVIII Airborne Corps
Hourly Rate	\$55.00 per hour, per archaeologist	No Bid	No Bid	No Bid	No Bid	No Bid
Per diem rate, including lodging and meals	\$70.00 per day, per archaeologist					
Trip cost to Oconee County	.31 per mile, average \$252.00 per trip					
Number of trips anticipated	20.00					
Other expenses:						
Down-time	\$33.00 per hour, per archaeologist					
Expendable field supplies	\$10.00 per day, per archaeologist					
Estimated contract amount	\$36,320.00 - \$75,000.00					
Attended Bid Opening	Marion Lyles, Dick Mangrum, Phil Ellen, Jon Caime, Marianne Dillard and Ann Albertson					

ARCHAEOLOGIST/COMPANY LEGACY RESEARCH

ADDRESS 1030 W. TRINITY AVE.

DURHAM NC 27701

**OCONEE COUNTY REGIONAL AIRPORT
PROPOSAL FOR ARCHAEOLOGICAL SERVICES
CEMETERY RELOCATION
SOLICITATION NO. 99-06**

Submitted To:

**Marianne Dillard
Purchasing Agent
Oconee County Purchasing
415 S. Pine Street
Room 107
Walhalla, SC 29691**

QUALIFICATIONS
(To Be Submitted with Proposal)

Name of Archaeologist Proposed to Perform Work LEGACY RESEARCH
and Subconsultant - TRC GARROW

Please list/attach the following information:

1. Archaeologist's educational background
2. Archaeologist's professional affiliations/registration status
3. Experience on similar projects (including proposed Archaeologist's level of involvement in project)
4. Copies of current DBE certification(s). If there is no current DBE certification, please complete and include the multi-page form in Appendix B with proposal.

SEE CORPORATE QUALIFICATIONS
+ PROJECT STAFF IN
THE ATTACHED PROPOSAL.

LEGACY RESEARCH ASSOCIATES, INC.

PROJECT PROPOSAL

&

COST ESTIMATES

OCONEE COUNTY REGIONAL AIRPORT
ARCHAEOLOGICAL SERVICES FOR CEMETERY RELOCATION
SOLICITATION No. 99-06

SUBMITTED TO
MARIANNE DILLARD, PURCHASING AGENT
OCONEE COUNTY PURCHASING
415 S. PINE STREET, ROOM 107
WALHALLA, SC 29691

August 17, 1999

LEGACY RESEARCH ASSOCIATES, INC.

August 16, 1999

Ms. Marianne Dillard
Purchasing Agent
Oconee County Purchasing Department
415 S. Pine St.
Walhalla, South Carolina 29691

Subject: Proposal to Provide Professional Archaeological Services for Cemetery Relocation, Oconee Regional Airport, Seneca, South Carolina.

Dear Ms. Dillard:

Legacy Research Associates, Inc. (Legacy Research) is pleased to submit this proposal to perform the above-referenced professional services. The following proposal reflects our understanding and approach to this project, and the unit rates that will apply.

Introduction

The cemetery to be relocated under this project is the former Bethel Grove United Methodist Church cemetery which is located on Oconee Regional Airport property. The cemetery is located approximately 90 feet from the end of Runway 7, and must be removed under FAA safety requirements. It is our understanding that all permits required under South Carolina law will be in place prior to initiation of the disinterment/reinterment project, and that Legacy Research will not be responsible for securing any of those permits.

The project Scope of Work states that the former Bethel Grove United Methodist Church cemetery contains approximately 165 possible graves. Twenty-six of the graves are marked, and reflect interment dates from 1880 to 1976. Seven graves are believed to contain concrete vaults. A licensed funeral director estimated the total number of unmarked graves present based on probing. A map of the locations of confirmed and possible gravesites was enclosed with the Scope of Work.

Project Scope of Work

The undersigned attended the pre-proposal meeting at the airport on August 11, and visited the cemetery at that time. The undersigned was accompanied by Patrick H. Garrow of TRC Garrow Associates, Inc. (TRC Garrow), who has considerable experience in the use of probes to systematically delineate cemeteries. Limited probing was done at that time to provide an impression of the nature of the soils present in the cemetery and to provide insights into the density of the graves within the cemetery. The limited probing encountered graves in many areas that were not marked as graves, that the grave density within the cemetery appeared to be very high. The graves were organized into densely packed north-south oriented rows. It is our opinion that the total of 165 graves is an extremely conservative estimate based on the limited probing, and that the actual number present may be significantly higher.

It is our opinion that it is essential to accurately determine the number and locations of the graves present in the cemetery before the disinterment/reinterment process begins. Systematic probing is the best method to find the graves that are present so they can be marked, numbered, and removed in an orderly fashion. Systematic probing involves laying out north-south oriented lines placed 3 to 4 feet apart and probing along those lines at 6-inch intervals to physically locate each grave. Grave pits will appear as soft areas that are rectangular, oriented roughly east west, and have straight-sided margins. Each grave should be clearly marked with an iron spike placed at the west-end of the pit. Each grave could then be assigned a unique number, which is written on flagging tape with indelible ink and attached to the spike. Once the graves were located and marked, a map could be prepared using compasses and tapes, which shows the location of each grave.

We suggest that the systematic probing marking and mapping be done cooperatively by the chosen funeral director contractor and archaeological contractors. Two staff members that are provided by each contractor should be sufficient to locate and mark the graves over a period of approximately four workdays.

The project Scope of Work defines the tasks to be completed by the Project Archaeologist as follows.

- Archaeologist shall provide on-site observation of grave location verification by funeral director.
- Archaeologist shall assign identifying numbers to unmarked graves and mark approximate locations on survey map provided by the county. Measuring tape or wheel is to be used to locate each grave on the survey map.
- Archaeologist shall provide continuous on-site observation of disinterment of remains by funeral director. Archaeologist shall verify that remains have been completely removed from each grave and any appurtenances associated with a particular grave have been placed in the same receptacle as the remains from that grave. Receptacles are to be provided by the funeral director. In cases where a potential grave site has been identified, but no remains or other evidence of a burial has been found, the location is to be marked on the survey map "no remains found" and the funeral director is to backfill the excavation without any further work.
- Archaeologist shall verify that receptacles for remains are marked with the correct identifying number (for unmarked graves) or name (for marked graves).
- Archaeologist shall provide continuous on-site observation of reinterment of remains, verifying that grave markers provided by the funeral director for the unknown graves are marked with the correct identifying number.
- Archaeologist shall be provided with a hard-bound diary for completing daily reports detailing each day's work, including a map showing the locations and identifying the number of graves identified/disinterred/reinterred. Daily reports should also include a description of the weather, the funeral director's schedule, the number of funeral director's personnel on site, and a list of the equipment used. The archaeologist and the funeral director should sign the diary daily.

Legacy Research will perform the project tasks as required in the Scope of Work, but will also record basic information about each grave needed to prove that each grave was properly and completely disinterred and reinterred. That basic information includes:

- The approximate size of the coffin vault to determine if the person buried there was an infant, child, or adult.
- An inventory of clothing artifacts, coffins elements, and coffin hardware present.
- A characterization of the bone preservation (i.e. fully preserved, partially preserved, organic stain).
- Approximate depth below surface of the bottom of the grave.

Further, a photograph will be taken of each finished grave pit to serve as visual documentation that the disinterment process was complete. Copies of the photographs and recorded information will be provided to Oconee County as a part of the permanent record of the cemetery removal in case someone comes forward in the future and questions the thoroughness of the disinterment-reinterment process. The level of documentation to be performed by Legacy Research will not slow down the disinterment/reinterment process.

Corporate Qualifications

Legacy Research was incorporated 1997. It is a woman-owned business certified in North Carolina, Virginia and Maryland. The company principal is Deborah Joy.

TRC Garrow Associates Inc. will serve as a subcontractor to Legacy Research, and will perform 49 percent or less of the services required under this contract. TRC Garrow was incorporated as Garrow & Associates, Inc., in 1983 and was a DBE and small business until acquired by TRC Companies in 1997. TRC Garrow has considerable experience with the delineation and disinterment/reinterment process, and has completed studies on more than 100 cemeteries throughout the Southeast. TRC Garrow normally performs disinterment/reinterment services for their clients, but also has experience with the type of disinterment/reinterment monitoring that will be required for this project.

TRC Garrow provided archaeological monitoring services for the disinterment/reinterment of the 210 graves in the Hopewell Baptist Church cemetery in Norcross, Georgia. That cemetery was the subject of litigation from 1988 to 1992. During that time, Patrick H. Garrow of the TRC Garrow staff first served as Plaintiff's expert and then the Court's expert. His participation included gathering information about the graves that were the subject of the suit, and then monitoring the disinterment/reinterment by a burial removal firm to insure that all of the graves were properly moved. The Scope of Services provided by TRC Garrow in that instance was very similar to that required for the current project

TRC Garrow will provide staff on a subcontract basis to Legacy Research during the course of the project. Legacy Research will serve as the prime contractor, and will provide both staff and overall supervision for the project.

Project Staff

Legacy Research and TRC Garrow will provide the project archaeologists.

Project Manager and Principal Investigator for the project will be Ms. Deborah Joy of Legacy Research. Ms. Joy has an MA from Duke University and has over 15 years experience conducting archaeological investigations in the Southeast, including cultural resource surveys, site testing and evaluation, data recovery, and construction monitoring.

She has been a member of the Society of Professional Archaeologists since 1989 and the succeeding Register of Professional Archaeologists since its inception in 1999. In addition to private sector experience, for eight years she worked for the North Carolina Department of Transportation conducting Section 106 evaluative studies and writing technical reports for road improvement and bridge replacement projects. During this past year her work has expanded into South Carolina. Currently she is completing several road improvement projects in York County as well as a survey of gristmills along the Catawba River in York, Lancaster and Chester counties. Her cemetery experience includes locating unmarked graves at historic St. Mary's Chapel Graveyard in Hillsborough North Carolina and at St. Michael's cemetery in Pensacola, Florida. She also served as the project director for the Old Christ Church Project in Pensacola Florida, which located and exhumed and reinterred the remains of three priests who had died during yellow fever epidemics in the early nineteenth century.

TRC Garrow will assign Patrick H. Garrow and Michael J. Wild to the project. Patrick H. Garrow was graduated from the University of Georgia with an MA in Anthropology in 1968. He has over 34 years experience in archaeology and has served as Principal Investigator, Project Manager or Senior Technical Advisor for over 500 cultural resource projects. He has been employed in the private sector since 1976, and has directed more than 50 cemetery studies. Mr. Garrow has published nearly 60 monographs and articles, and is a member of numerous national, regional, and local archaeological societies. He has been a member of the Society of Professional Archaeologists (SOPA) since 1977; and became a Registered Professional Archaeologist (RPA) when SOPA transitioned to the Registry of Professional Archaeologists in 1999. It is anticipated that Mr. Garrow will be on-site approximately 10 percent of the time the disinterment/reinterment is underway, although his level of involvement could be increased if necessary.

Michael J. Wild will be assigned as a field archaeologist for the duration of this project. Mr. Wild will share time with the Archaeologist assigned by Legacy Research to insure that TRC Garrow bills no more than 49 percent of the labor expended on the project. Mr. Wild was graduated from the University of Mississippi with an MA in Anthropology in 1997. His experience in archaeology extends to 1989, when he was employed as a Crew Chief for the Cleveland Museum of Natural History. Mr. Wild has experience in archaeological survey, testing, and data recovery, and understands the archaeological principles that will be required to successfully complete the project tasks. Mr. Wild will be available for whatever time is needed to successfully complete the disinterment/reinterment process.

Project Budget

The rate schedule required for this project is enclosed. The hourly rate represents a blended rate for all anticipated project staff and includes all salary, overheads, and fee. The per diem includes lodging and meals, while the travel is based estimated miles per week to be billed at the accepted U.S. Government rate of \$0.31 per mile. The only other expense that are anticipated for this project is a daily supply line item, which includes expendable field supplies and photodocumentation costs for film and processing.

Legacy Research will not be able to control its work schedule on this project, as there will be times that work is halted because of adverse weather or no work is possible because of other commitments that the funeral director contractor will have to fill. For that reason,

we request our firm receive compensation for down time during which a staff member or staff members must remain in the field, but are unable to work productive hours on the cemetery. The per diem and travel are expenses that will have to be paid to support a staff member in the field during the normal work week whether or not work can be done on a given day. We therefore request that per diem and travel be paid for days when work cannot progress due to factors beyond the control of Legacy Research. We also request that staff time be compensated at an hourly rate equivalent to 60 percent of the normal hourly rate be paid to offset direct labor costs incurred by Legacy Research on days when staff members are required to stand by in the project vicinity but work is not being carried out on site.

We understand that payment for services rendered on this project will be paid in two installments. The first installment will be paid at the end of the first 30-day period, less a retainage of 10%. Final payment shall be made at the end of the project.

Schedule

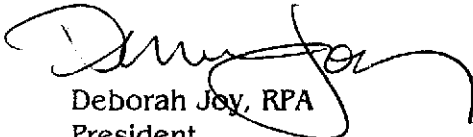
We understand that there is a tight schedule to complete the needed work, and that the funeral director contractor may face liquidated damages for any time required to complete the project beyond that time frame. Legacy Research will make the staff available to complete the needed tasks required of the project archaeologist, and will diligently pursue the work to completion. Multiple staff from Legacy Research and TRC Garrow will be available to be assigned to this project if needed to insure that project tasks are completed in a timely manner. It must be recognized, however, that Legacy Research does not control the project schedule, and that control of the project schedule will rest with the funeral director contractor.

DBE Requirements

Legacy Research has been certified as a DBE in North Carolina, Virginia and Maryland departments of transportation. Letters documenting that certification are enclosed in lieu of the DBE certification forms included with the project Scope of Work.

The enclosed DBE letters and rate schedule complete this proposal. We appreciate the opportunity to work with you on this project. Please do not hesitate to contact me if you have questions concerning our proposal or budget.

Sincerely,



Deborah Joy, RPA
President
LEGACY RESEARCH ASSOCIATES, INC.

Enclosures: Itemized Budget
DBE certification letters

RATES
(To Be Submitted With Proposal)

Name of Archaeologist/Company LEGACY RESEARCH ASSOCIATES, INC.

DESCRIPTION	RATE
Hourly Rate	\$55/hour/per archaeologist
Per Diem rate, including lodging and meals Based on the availability of reasonable (\$40-\$50) lodging rates	\$70/day/per archaeologist
Trip cost to Oconee County At 31 cents a mile – Average based on leaving and returning from Durham (552 miles round trip) for Legacy Research and from Atlanta (260 miles round trip) for TRC Garrow	\$252
Number of trips anticipated Based on total of 65 possible work days	20 trips
Other Expenses (List all proposed other expenses and provide unit cost. The archaeologist should outline all additional expenses anticipated during the course of this project. This should include any minimum lump sum or hourly amounts to be paid for the non-working days or reduced work days by the funeral director, which deviate from the agreed upon project schedule.)	
Down time hourly rate	\$33/hour/per archaeologist
Expendable field supplies	\$10/day/per archaeologist



FILE COPY

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT JR.
GOVERNOR

P.O. BOX 25201, RALEIGH, N.C. 27611-5201
March 17, 1999

E. NORRIS TOLSON
SECRETARY

Legacy Research Associates, Inc.
1030 West Trinity Avenue
Durham, NC 27701

SUBJECT: Certification As A Disadvantaged Business Enterprise Firm

EFFECTIVE CERTIFICATION DATE: March 17, 1999

The North Carolina Department of Transportation has received and reviewed your Schedule A (Minority Business Questionnaire) and other supporting documentation which you submitted. Based on this review, the Department is certifying your firm as a Disadvantaged Business Enterprise (DBE) effective as of the above date.

Your Schedule A indicates that your firm has met the criteria outlined in 49 CFR, Part 23 quoted in part below.

49 CFR, Part 23 defines a Disadvantaged Business as a "small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it."

You are required to submit an updated Schedule A or Affidavit a year from your certification date shown above, in order to remain on the certified DBE listing thereafter. The Department will provide you with the appropriate forms at least 30 days prior to that time.

If at any time during the year there is a change in the ownership and/or control of your firm, you are required to notify this office of such changes in writing.

Sincerely,


Robert H. Mathes
DBE/Title VI Officer

Civil Rights & Business Development Section
PHONE: (919) 733-2300 FAX (919) 733-8649
Toll Free 1-800-522-0453



Maryland Department of Transportation

The Secretary's Office

Parris N. Glendening
Governor

Kathleen Kennedy Townsend
Lt. Governor

John D. Porcari
Secretary

Beverley K. Swalm-Staley
Deputy Secretary

August 4, 1999

DEBORAH JOY
LEGACY RESEARCH ASSOCIATES, INC.
1030 W. TRINITY AVENUE
DURHAM, NC 27701

Dear DEBORAH JOY:

CERTIFICATION NO. DOT MBE 99-197

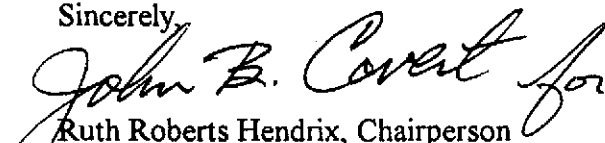
Pursuant to the Maryland Department of Transportation Minority Business Enterprise (MBE) Program (COMAR 11.01.10), your firm has been certified as an MBE. This certification entitles your firm to do business with the Maryland Department of Transportation, State of Maryland, as an MBE in the following area(s): **ARCHEOLOGICAL AND HISTORICAL RESEARCH**. In the near future, your firm's name will be listed in the Maryland Department of Transportation's Minority Business Enterprise Directory. This Directory is used by prime contractors and consultants seeking minority subcontractors and/or consultants to perform work on projects let by the Department of Transportation as well as other Department/Agencies of the State of Maryland.

Any changes in ownership and control (for example: officers, directors) of your firm as well as any changes in its address or telephone number, must be reported immediately to John B. Covert, Deputy Director, Office of Minority Business Enterprise, Maryland Department of Transportation. Each year your firm will again be contacted for recertification purposes.

If you need advice concerning the unique problems of a minority business, you may wish to contact the Governor's Office of Minority Affairs (OMA) for assistance. The Governor's Office of Minority Affairs may be reached at the following address:

Governor's Office of Minority Affairs
6 Saint Paul Street, #1502
Baltimore, MD 21202
(410) 767-8232

Sincerely,


Ruth Roberts Hendrix, Chairperson
Minority Business Enterprise Advisory Committee

RRH:mal
Enclosures

BIDDER		Memory Gardens, Inc. (R. Black) and Gilbert Funeral Parlor (J. Gilbert)		Phil Ellen and Associates		
	Quantity	Unit	Unit Price	Extended Total	Unit Price	Extended Total
1. Verify number of graves	1	L. S.	9.00	1,485.00		100.00
2. Select cemetery, submit DHEC forms, disinter/reinter remains (not including vaults), mark new graves and all associated work.	158	Each	(Infant) 1,105.00 (Adult) 1,420.00	224,360.00	789.00	124,662.00
3. Select cemetery, submit DHEC forms, disinter/reinter remains in intact vaults, mark graves and all associated work.	7	Each	1,210.00	8,470.00	789.00	5,523.00
4. Provide 2 markers (1 at reinterment site and 1 at disinterment site) to historical marker.	1	Each	423.00	946.00		2,000.00
Add 1. Disinter/reinter remains at alternate location within 30 miles of Airport (and all associated work), with County responsible for all cemetery plot fees.		Each	1,220.00	?	550.00	?
Add 2. Disinter Remains (and all associated work) and provide remains to relatives.		Each	1,070.00	?	250.00	?
Add 3. Select cemetery, submit DHEC forms, disinter/reinter remains from damaged vaults, replace vaults, mark graves and all associated work.		Each	1,620.00	?	1,139.00	?
(25% Children)				225,181.00		
Total Base Proposal -						
165 Graves (Adult)				\$235,261.00		\$132,285.00
300 Graves (Combo)				\$405,181.00		\$238,800.00
Attended Bid Opening:			Marion Lyles, Jon Caine, Phil Ellen, Dick Mangrum, Marianne Dillard & Ann Albertson			

PROPOSER'S COMPANY NAME PHILLIP ELLEN & ASSOCIATES, INC.

PROPOSER'S ADDRESS PO BOX 1642

SOUTHERN PINES, NC 28388

FUNERAL DIRECTOR HARRY JONES

LICENSE NO. 1027. S.C.

OCONEE COUNTY REGIONAL AIRPORT
PROPOSAL FOR RELOCATION OF GRAVES
ON AIRPORT PROPERTY
SOLICITATION NO. 99-05

Submitted To:

Marianne Dillard
Purchasing Agent
Oconee County Purchasing
415 S. Pine Street
Room 107
Walhalla, SC 29691

Phillip Ellen & Associates, Inc.

P.O. Box 1642

SOUTHERN PINES, N.C. 28387

910-692-2484

FAX

PLEASE DELIVER THE FOLLOWING TO:

NAME: Amy Robertson

LOCATION: Wilmington

FAX NUMBER: 910-762-6281

FROM: PE Ellen

TOTAL NO. PAGES INCLUDING TITLE PAGE 2

DATE: 9/1/99

TIME: _____

FAX NO. 910-692-2455

*Amy The Name is ENVIRO-REHAB INC
P.O. Box 798
CARTHAGE, N.C. 28327*

1 FUNERAL DIRECTOR - HARRY JONES
25.00 PER HOUR - 8 HOURS PER DAY - 15 DAYS = 3750.00

2. BACKLOG SERVICE, HARRY JONES
60.00 PER HOUR - 8 HOURS PER DAY - 15 DAYS = 7200.00

3. GRAVE MARKERS - ENVIRO-REHAB, INC.
150 MARKERS AT 50.00 EACH = 7500.00 x 50% = 3750.00

4. GRAVE BOXES - ENVIRO-REHAB, INC.
150 BOXES AT 50.00 EACH = 7500.00 x 50% = 3750.00

AMOUNT PLACED WITH DBE AND WOMEN
\$ 17,300.00 ← 29%

TOTAL BASE BID \$ 132,285.00
COST OF GRAVE SPACES 165 AT 400.00 EACH = 66,000

\$ 66,285.00
\$ 66,285.00 x 25.9% = 17,167.81

PROPOSAL REQUIREMENTS AND CONDITIONS

PROPOSAL

OCONEE COUNTY REGIONAL AIRPORT

DATE: August 25, 1999

In compliance with the Advertisement for Professional Services, the undersigned hereby proposes to furnish the materials and perform the work for completion of all items, listed below in strict accordance with the Advertisement for Professional Services, General Provisions, Request for Proposal, and all contract documents for the consideration of the price quoted in the following items and agrees, that within five (5) days after receipt of written notice of the acceptance of this Proposal, that it will execute a contract in accordance with the Proposal as accepted.

This work consists of relocation of graves from the property of the Oconee County Regional Airport. Alternate items have been included. Proposer must provide prices for all alternate items.

Proposer shall complete all line items and total amount of Proposal. Failure to submit prices and amount for each item shall be cause for rejection of Proposal.

ITEM #	DESCRIPTION & UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1.	Verify Number of Graves	1	L.S.	\$ 100.00	\$ 100.00
2.	Select Cemetery. Submit DHEC Forms, Disinter/Reinter Remains (not including vaults), Mark New Graves and all associated work @ (write unit price in words) <u>SEVEN HUNDRED AND EIGHTY NINE DOLLARS</u>	158	Each	\$ 789.00	\$ 124,662.00
3.	Select Cemetery. Submit DHEC Forms, Disinter/Reinter Remains in Intact Vaults. Mark Graves and all associated work @ (write unit price in words) <u>SEVEN HUNDRED AND EIGHTY NINE DOLLARS</u>	7	Each	\$ 789.00	\$ 5,523.00
4.	Provide 2 markers (1 at reinterment site and 1 at disinterment site) similar to historical marker @ (write unit price in words) <u>TWO THOUSAND DOLLARS</u>	1	L.S.	\$ 2000.00	\$ 2000.00

Total Base Proposal \$ 132,285.00

Contract Time: 65 calendar days

Liquidated Damages: \$300.00 per calendar day

Additional Items

ITEM#	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EXTENDED TOTAL
Add 1.	Disinter/Reinter Remains at Alternate Location within 30 miles of Airport (and all associated work), with County responsible for all cemetery plot fees @ (write unit price in words) <u>FIVE HUNDRED AND FIFTY DOLLARS</u>	Each	<u>\$ 550.00</u>	<u>\$ 550.00</u>
Add 2.	Disinter Remains (and all associated work) and provide remains to relatives @ (write unit price in words) <u>TWO HUNDRED AND FIFTY DOLLARS</u>	Each	<u>\$ 250.00</u>	<u>\$ 250.00</u>
Add 3.	Select Cemetery, Submit DHEC Forms, Disinter/Reinter Remains from Damaged Vaults, Replace Vaults, Mark Graves and all associated work @ (write unit price in words) <u>ONE THOUSAND AND ONE HUNDRED AND THIRTY NINE DOLLARS</u>	Each	<u>\$ 1139.00</u>	<u>\$ 1139.00</u>

STATEMENT OF QUALIFICATIONS

PHILLIP ELLEN & ASSOCIATES, INC.

Phillip Ellen & Associates, Inc. has been in the cemetery relocation business for 37 years beginning in 1962. During this time the company has been involved in the relocation in excess of 50,000 graves on projects throughout the United States.

Phillip I. Ellen, President of the company, is a licensed funeral director in the State of North Carolina, holding License # 2023 since 1963.

Listed below are some of the company's past clients:

1. U.S. Army Corps of Engineers, Portland, Oregon
2. U.S. Army Corps of Engineers, Fort Worth, Texas
3. U.S. Army Corps of Engineers, Tulsa, Oklahoma
4. U.S. Army Corps of Engineers, Louisville, Kentucky
5. U.S. Army Corps of Engineers, Pittsburgh, Pennsylvania
6. U.S. Army Corps of Engineers, Baltimore, Maryland
7. U.S. Army Corps of Engineers, Savannah, Georgia
8. West Virginia Department of Transportation
9. Virginia Department of Transportation
10. North Carolina Department of Transportation
11. South Carolina Department of Transportation
12. Metropolitan Atlanta Rapid Transit Authority (MARTA)
13. Hopewell Baptist Church, Norcross, Georgia
14. Nancy Creek Baptist Church, Chamblee, Georgia
15. Saint Titus Episcopal Church, Durham, NC
16. Wakefield Development Company, Raleigh, NC

PARTIAL LIST OF PROJECTS COMPLETED
BY PHILLIP ELLEN & ASSOCIATES, INC.

1. Johnston County, NC
2. Bertie County, NC
3. Hertford County, NC
4. Monroe County, IN
5. Wattsburgh, PA
6. Pitt County, NC
7. Granville County, NC
8. Wells County, IN
9. Kaye County, OK
10. Cumberland County, NC
11. Wake County, NC
12. Wake County, NC
13. Wake County, NC
14. Wake County, NC
15. Johnston County, NC
16. Chatham County, NC
17. Raleigh, NC
18. Brunswick County, NC
19. Wake County, NC
20. Nash County, NC
21. Medford, OR
22. Georgetown, TX
23. Madison County, NC
24. Surry County, NC
25. Kingstree, SC
26. Wake County, NC
27. Wake County, NC
28. Wake County, NC
29. Atlanta, GA
30. Atlanta, GA
31. Atlanta, GA
32. Rome, GA
33. Wake County, NC
34. Wake County, NC
35. New Hanover County, NC
36. New Hanover County, NC
37. Sampson County, NC
38. Iredell County, NC
39. Wake County, NC
40. Wake County, NC
41. McDowell County, NC
42. Charlestown, West Virginia

43. East Stone Gap, VA
44. Chesapeake, VA
45. Guilford County, NC
46. Wilson County, NC
47. Johnston County, NC
48. Johnston County, NC
49. Wake County, NC
50. Mecklenburg County, NC
51. Charlotte, NC
52. Wake County, NC
53. Wake County, NC
54. Winston Salem, NC
55. Greene County, NC
56. Wake County, NC
57. Moore County, NC
58. Wake County, NC
59. Lawrenceville, GA
60. New Hanover County, NC
61. Wake County, NC
62. Winston Salem, NC
63. Wake County, NC
64. Moore County, NC
65. Cumberland County, NC
66. Cumberland County, NC
67. Nash County, NC
68. Wilson County, NC
69. Davidson County, NC
70. Wake County, NC
71. Spartanburg, SC
72. Coosaw Island, SC
73. Durham County, NC
74. Wilson County, NC
75. Wake County, NC
76. Davidson County, NC
77. Cumberland County, NC
78. Durham County, NC
79. Wake County, NC
80. Mansfield, PA
81. Tioga, PA
82. Wake County, NC
83. Chowan County, NC
84. Roanoke County, NC
85. Dare County, NC

Page 3 (projects continued)

86. Martin County, NC
87. Cumberland County, NC
88. Wake County, NC
89. Harnett County, NC
90. Montgomery County, NC
91. Wake County, NC
92. Granville County, NC
93. Wake County, NC
94. Wake County, NC
95. Vance County, NC
96. Gaston County, NC
97. New Hanover County, NC
98. Edgecombe County, NC
99. Mecklenburg County, NC
100. Pitt County, NC

REFERENCES

1. John Williamson
Director of Right-of-Way
NC Department of Transportation
Raleigh, NC
919 733 7694 Ext. 314
2. John Clouser
NC Department of Cultural Resources
Raleigh, NC
919 733 7342
3. Jim Meade
NC Department of Transportation
Winston-Salem, NC
910 761 2310
4. Pat Garrow
Garrow Associates
Atlanta, GA
770 270 1192
5. W.R. Henderson
Olde Raleigh Realty
Raleigh, NC
919 782 4861
6. Cecil Patterson
Vestry Property Chairman
Saint Titus Episcopal Church
400 Moline Street
Durham, NC
919 682 7997
7. Kenneth Roberts
NC Department of Transportation
Asheville, NC
828 645 6245
8. Bill Sutton, Project Manager
Wakefield Development
Raleigh, NC
919 516 6193

QUALIFICATIONS
(To Be Submitted with Proposal)

Name of Licensed Funeral Director HARRY JONES

License No. 1027, S.C.

Business Name PHILLIP ELLEN & ASSOCIATES, INC.

Address PO Box 1642, Southern Pines, NC 28388

Years in business at this location 37

Number of years licensed as Funeral Director 36

List of Similar Projects (include date, location, who work was performed for, and number of disinterments/reinterments performed)

- (1) 1970 - Ft. Wayne, IN, US Army Corps/Engineers, Louisville - 783
- (2) 1972 - Kansas City, OK, US Army Corps/Engineers, Tulsa - 760
- (3) 1974 - Mansfield, PA, US Army Corps/Engineers, Baltimore - 935
- (4) 1975 - Georgetown, TX, US Army Corps/Engineers, Ft. Worth- 400
- (5) 1977 - Marmett, W. VA, W.VA Department of Transportation -950
- (6) 1978 - Chesapeake, VA, VA Department of Transportation - 270
- (7) 1979 - Chamblee, GA, MARTA - 200
- (8) 1979 - Chamblee, GA, Nancy Creek Baptist Church - 170
- (9) 1983 - Durham, NC, NC Department of Transportation -1067

- (10) 1984 - Durham, NC, US Army Corps/Engineers, Savannah - 800
- (11) 1993 - Durham, NC, St. Titus Episcopal Church - 493
- (12) 1996 - Mars Hill, NC, NC Department of Transportation - 507

DESCRIPTION OF PROPOSED METHODOLOGY
(To Be Submitted with Proposal)

Proposed Cemetery for Reinterment Mt. Nebo Baptist Church

Address Seneca, SC

Proposed Cemetery Fee Per Plot \$ 400.00

Receptacle type to be used for remains Wooden box - OR - POLY CONTAINER

Equipment to be used for disinterment/reinterment

Backhoe and crane truck; hand tools

Type of vehicle to be used for transport of remains Covered pick-up truck and covered larger truck

Proposed marker type (material type and dimensions) for graves with damaged or missing markers

Granite (20" x 10" x 2")

Additional Comments

**DBE SUBCONTRACTS
(TO BE SUBMITTED WITH PROPOSAL)**

DBE SUBCONTRACTORS NAMES AND ADDRESSES	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1. Mt. Nebo Baptist Church	Grave Spaces	\$ 66,000.00
2. Gilbert Memorials	New Grave Markers	3,000.00
3. Harry Jones Superior Funeral Home	Funeral Director	4,000.00
4. Bobby Alexander	Backhoe Service Concrete	6,000.00
5.		

Total Dollar Value of Subcontract Work:

79,000.00

Total Dollar Value of Base Proposed:

132,285.00

Percent of Total:

65%

PHILIP ELLER & ASSOCIATES, INC.

Philip Ellen, President

Signature of Contractor

Contract Goal 25.9%

Aug. 25, 1999

Date

PRESIDENT

Title

Appendix C
DBE Program Information

The following conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective Funeral Director shall constitute full acceptance of these proposal conditions,

1. **DEFINITION.** Disadvantaged Business Enterprise (DBE), as used in this Contract, shall have the same meaning as defined in 49 CFR Part 23, as amended (attached).
2. **POLICY.** It is the policy of DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
3. **DBE OBLIGATION.** The Recipient or its Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to complete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE.** All proposers, potential Contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
5. **SUBCONTRACT CLAUSE.** All proposers and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
6. **CONTRACT AWARD.** Proposers are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted contract.

The Owner proposes to award the contract to the most qualified Funeral Director submitting a reasonable proposal provided he/she has met the goals for DBE participation or, if failing to meet the goals, has made an acceptable good faith effort to meet the established goals for DBE participation. The proposer is advised that the Owner, with concurrence of the FAA Civil Rights Office, has sole authority to determine if sufficient effort has been made toward meeting DBE goals to qualify for contract award. The Owner reserves the right to reject any or all proposals submitted.

7. **SUBCONTRACT GOALS.** The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. **The goals established for this contract are 25.9%**
8. **AVAILABLE DBE'S.** The Owner has on file a program which has been approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified

and uncertified). Proposers are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the Owner's approved program. Credit toward the DBE goals will not be counted unless the DBE to be used can be certified by the Owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION.** The prospective Funeral Director must submit information concerning DBE participation in the contract with the proposal. See Form DBE Subcontracts in Appendix A.

THIS INFORMATION MUST BE PROVIDED WITH THE PROPOSAL.

If the Contractor fails to meet the contract goals established in paragraph 7 above, information is to be submitted **with the proposal** to assist the Owner in determining whether or not the Contractor made acceptable good faith efforts to meet the contract goals. **Additional forms that may be required are included in this Appendix.**

Suggested guidance for use in determining if good faith efforts were made by a Contractor are included in Appendix A to 49 CFR Part 23, Subpart 23.45 (h) revised as of April 27, 1981.

A list of the efforts that a Contractor may make and the Owner may use in making a determination as to the acceptability of a Contractor's efforts to meet the goals are as follows:

- a. Whether the Contractor attended any pre-solicitation or pre-proposal meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities.
- b. Whether the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities.
- c. Whether the Contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited insufficient time to allow the DBE's to participate effectively.
- d. Whether the Contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested.
- e. Whether the Contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
- f. Whether the Contractor provided interested DBE's with adequate information about the plans, specifications and requirements for the contract.
- g. Whether the Contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the Contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor.

- i. Whether the Contractor effectively used the services of available minority community organizations; minority Contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.
- j. Preparation and submittal of DBE Certification forms for contractor or subcontractor(s).

NOTE: The ten items set forth above are merely suggested criteria and the Owner may specify that you submit information on certain other actions a Contractor took to secure DBE participation in an effort to meet the goals. A Contractor may also submit other information on efforts it made to meet the goals to the Owner.

10. **Contractor Assurances.** The proposer hereby assures that he will meet one of the following, as appropriate:
 - a. The DBE participation goals as established in paragraph 7 above.
 - b. The DBE participation percentage shown in paragraph 9 which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the Owner. The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

DBE CONTACT SCHEDULE
(TO BE SUBMITTED WITH PROPOSAL IF REQUIRED)

Submitting Proposer:

Project:

Date:

Date	MBE/ WBE	Name and Address of Person Contacted	Telephone Number	Type of Work to Be Performed	Proposal Price
8/20/99		Mt. Nebo Baptist Church, Seneca, SC	647-2298	Grave spaces	66,000
8/19/99		Bobby Alexander Concrete, Seneca, SC	882-5084	Backhoe Service	
8/19/99		Doyle Gilbert, Gilbert Memorials, Seneca, SC	882-0242	New grave markers	
8/19/99		Irvin Brown Adams Funeral Home Seneca, SC	882-2524	Funeral Director	
8/20/99		James Gilbert Gilbert Funeral Home, Seneca, SC	882-0242	Funeral Director	
8/20/99		Wildwood Cemetery Seneca, SC	-----	Grave spaces (out of business)	
8/20/99		Harry Jones Superior Funeral Home, Seneca, SC	882-2444	Funeral Director	4,000
8/20/99		(Concrete Co., Seneca, SC) Paul Alexander	882-4704	Backhoe Service	

8/20/99 Rick Black 654-3236 Marker Installation 525/ea.
I. _____ Memory Gardens, Clemson, SC certify

(Name) Phillip Ellen & Assoc. Inc. (Title) President

that the above identified contractors were contacted to obtain qualified MBE/WBE's for the relocation of graves from the Oconee County Regional Airport.

SIGNED: Phillip Ellen

PROPOSAL REQUIREMENTS AND CONDITIONS

PROPOSAL

OCONEE COUNTY REGIONAL AIRPORT

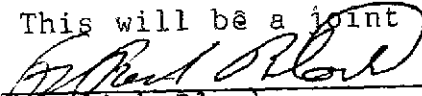
DATE: 8-24-99

In compliance with the Advertisement for Professional Services, the undersigned hereby proposes to furnish the materials and perform the work for completion of all items, listed below in strict accordance with the Advertisement for Professional Services, General Provisions, Request for Proposal, and all contract documents for the consideration of the price quoted in the following items and agrees, that within five (5) days after receipt of written notice of the acceptance of this Proposal, that it will execute a contract in accordance with the Proposal as accepted.

This work consists of relocation of graves from the property of the Oconee County Regional Airport. Alternate items have been included. Proposer must provide prices for all alternate items.

Proposer shall complete all line items and total amount of Proposal. Failure to submit prices and amount for each item shall be cause for rejection of Proposal.

This will be a joint venture:


E. Rick Black


James O. Gilbert

ITEM #	DESCRIPTION & UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1.	Verify Number of Graves	1	L.S.	\$ 9.00	\$ 1485.00
2.	Select Cemetery, Submit DHEC Forms, Disinter/Reinter Remains (not including vaults), Mark New Graves and all associated work @ (write unit price in words) <u>Fourteen hundred twenty dollars & no/ 100</u> <i>Eleven hundred fifty 00</i>	158	Each <i>ADULT</i> Each <i>INFANT</i>	\$ 1420.00 <u>1105.00</u>	\$ 224,360.00
3.	Select Cemetery, Submit DHEC Forms, Disinter/Reinter Remains in Intact Vaults, Mark Graves and all associated work @ (write unit price in words) <u>Twelve hundred ten dollars & no/100th</u>	7	Each	\$ 1210.00	\$ 8470.00
4.	Provide 2 markers (1 at reinterment site and 1 at disinterment site) similar to historical marker @ (write unit price in words) <u>Four hundred twenty three dollars & no/100th</u>	1	L.S.	\$ 423.00	\$ 946.00

Total Base Proposal \$ 235,261.00

Contract Time: 65 calendar days

Liquidated Damages: \$300.00 per calendar day

Additional Items

ITEM#	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EXTENDED TOTAL
Add 1.	Disinter/Reinter Remains at Alternate Location within 30 miles of Airport (and all associated work), with County responsible for all cemetery plot fees @ (write unit price in words) <u>Twelve hundred twenty dollars & 00/100</u>	Each	\$ <u>1220.00</u>	\$ _____
Add 2.	Disinter Remains (and all associated work) and provide remains to relatives @ (write unit price in words) <u>One thousand seventy dollars & 00/100</u>	Each	\$ <u>1070.00</u>	\$ _____
Add 3.	Select Cemetery, Submit DHEC Forms, Disinter/Reinter Remains from Damaged Vaults, Replace Vaults, Mark Graves and all associated work @ (write unit price in words) <u>Sixteen hundred twenty dollars & 00/100</u>	Each	\$ <u>1620.00</u>	\$ _____

QUALIFICATIONS
(To Be Submitted with Proposal)

Name of Licensed Funeral Director E. Rick Black James O. Gilbert

License No. 1454

2427

Business Name Memory Gardens, Inc. Gilbert Funeral Parlor

Address P.O. B0x 227, Clemson, SC 29633 P.O. Box 961: Seneca SC 29672

Years in business at this location -6 3

Number of years licensed as Funeral Director 23 3

List of Similar Projects (include date, location, who work was performed for, and number of disinterments/reinterments performed)

E. Rick Black

Approximately 95 disinterments & reinterments over the years, from church
and city cemeteries, to perpetual care cemeteries. At the request of indi-
vidual families.

James O Gilbert & Doyle Gilbert

Relocation of cemeteries for Duke Power in the construction of
Lakes Keowee & Jocassee. And anumber for individual families. Est. 35

DESCRIPTION OF PROPOSED METHODOLOGY
(To Be Submitted with Proposal)

Proposed Cemetery for Reinterment Memory Gardens Inc. (a ^R perpetual care cemetery)

Address 586 Issaqueena Trail Clemson, SC

Proposed Cemetery Fee Per Plot 200.00

Receptacle type to be used for remains Graveliner (see Attached) & Urn Vault

Equipment to be used for disinterment/reinterment

Disinterment to be made with small backhoe on bobcat w/ a flat nose bucket
so only inches of dirt will be moved at a time. to better identify the
remains. Full size backhoe to make reintermnet

Type of vehicle to be used for transport of remains Several remains will be transported
at one time on a flat trailer with tarps covering containers.

Proposed marker type (material type and dimensions) for graves with damaged or missing markers
Granite Memorials 20" X 10" See Attached

Additional Comments

We will in our best attempt abide by the general provision as outlined in
the "Request for Proposal". Our quotes are by these guidelines, as to,
a perpetual care cemetery, an outside container and memorialization.
We will make every attempt to relocate the cemetery in a dignified &
professional manner, so as if it your family member, you would be extremely
pleased.

*There possibly could be at least 20-30% Infant Graves
at the cemetery, given the time frame of this cemetery
which would be less expensive than adult sites to move,
As indicated on proposal A-5*

EAB

**DBE SUBCONTRACTS
(TO BE SUBMITTED WITH PROPOSAL)**

DBE SUBCONTRACTORS NAMES AND ADDRESSES	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1. This will be a joint venture contract:		
49% of the joint venture	is owned by a certified DBE	
2.		
3.		
4.		
5.		

Total Dollar Value of Subcontract Work:
 Total Dollar Value of Base Proposed:
 Percent of Total:

Contract Goal 25.9%

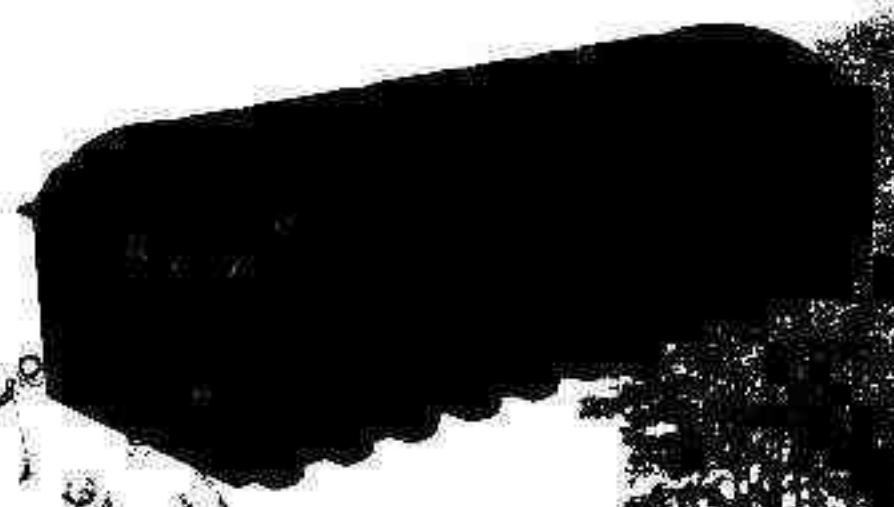
James O. Dillbeck

 Signature of Contractor

 Date

 Title

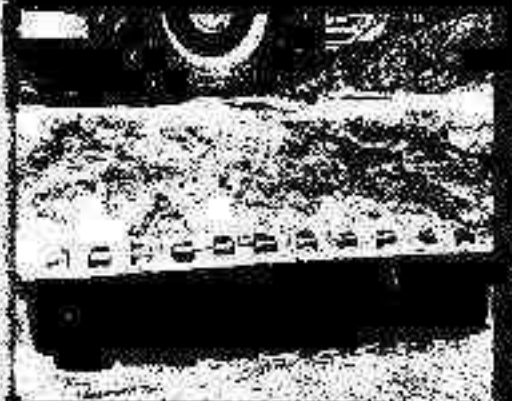
VANTAGE GraveLiner



The Vantage GraveLiner is designed to solve the major problems of other concrete boxes based not on the quality of the product, but on the convenience. But you can't be both. The Vantage GraveLiner is the best gravel liner you can buy. Concrete boxes have a lot of advantages, like the polyethylene Vantage GraveLiner.



Simple design and lightweight for ease of use.



Extensively engineered and tested to provide outstanding earthload support.

- **Supports earthload** and standard cemetery equipment.
- **Nestable** for easy storage, preventing unsightly areas on your property.

Lightweight of about 100 pounds requiring no heavy equipment to lift or inter.

- **Durable space age material** is non-biodegradable and non-toxic.

Optional uniform holes for easy burial in various soil conditions and weather.

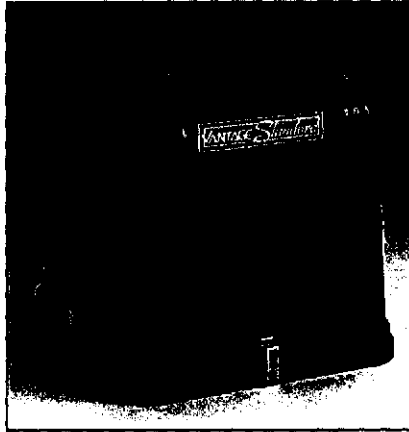
Prevent rise and cracking in case of water removal.

Easy to store and **transport** - approved for use.

- **Uniform size construction** assures consistency.

Standard

- 75 Year
Warranty
- Air Seal



memory of you



Anderson/Oconee
Behavioral Health Services

August 20, 1999

Harrison Orr
Oconee County Supervisor
415 S. Main Street
Walhalla, SC 29691

Dear Mr. Orr:

Enclosed please find the letter of resignation of Rev. John Compton from the Board of Anderson-Oconee Behavioral Health Services. We are recommending that Ms. Joan Black, 125 Shagbark Lane, Seneca, SC 29678, (864) 888-1624, be appointed to fill that vacancy.

If other information is needed, please contact me at 864-260-4168.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Becky Cox". The ink is dark and the signature is written in a fluid, connected style.

Becky Cox
Administrative Assistant

Enclosure

June 18, 1999

Ms. Karen Beck, Director
Anderson/Oconee Behavioral Health Services
226 Mc Lee Road
Anderson, SC 29625-2104

Dear Karen,

Because of the pressures of personal responsibilities I believe it best that I resign from the Board as a representative from Oconee County. Please convey this request to them at their next meeting since I do not anticipate being present.

It has been a good experience serving with them and with you. From the performance review of Rebecca Hancock, it appears the best days of our agency lie ahead under your leadership. It is encouraging to be able to leave at such a positive moment.

My sincerest apologies for missing the last meeting. We were delayed as we returned from a trip. Unable to reach anyone, I felt it unnecessary to leave a message for the counselor or call. Hopefully, you were able to do what needed to be done without the chairperson.

Best wishes to you, the board and the staff as you continue this extremely valuable work in our communities.

Sincerely,

John Clayton

DEPARTMENT BUDGET ADJUSTMENT AUTHORIZATION
REVISED 7-1-94

DATE 9-7-99 DEPARTMENT Pine Street CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 99 - 00 BUDGET:

1. TO: PAVING 10-024-00150-24090 \$ 2500000
(fill in line item name) (fill in line item code)

FROM: Carpet 10-024-00150-24020 \$ 25000.00
(fill in line item name) (fill in line item code)

JUSTIFICATION: Additional cost for lot associated w/
Tax Center.

2. TO: _____ \$ _____
(fill in line item name) (fill in line item code)

FROM: _____ \$ _____
(fill in line item name) (fill in line item code)

JUSTIFICATION: _____

3. TO: _____ \$ _____
(fill in line item name) (fill in line item code)

FROM: _____ \$ _____
(fill in line item name) (fill in line item code)

JUSTIFICATION: _____

*Approved by Council
9/7/99
ey*

Harrison
DEPARTMENT HEAD SIGNATURE

APPROVED: _____ DATE: _____
PURCHASING AGENT

APPROVED: _____ DATE: _____
COUNTY SUPERVISOR

DISAPPROVED: _____ DATE: _____
PURCHASING AGENT OR COUNTY SUPERVISOR